

USG General Purchasing Conditions 2024

These General Purchasing Conditions shall apply to and form an integral part of every Request for Quote, Quote and Purchase Order. The applicability of the Contractor's other general terms and conditions or provisions shall not be accepted by the Client and is hereby expressly rejected.

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I. GENERAL

1 Definitions

In this document, the following terms shall have the following meanings:

- **Code of Conduct:** the Client's code of conduct, which is amended from time to time, as published on the Client's website at www.usg.company.
- **Services:** the services to be provided, including hiring, the results thereof and/or all related materials and documents as specified in the Agreement.
- **Management:** the Client's authorised representative as referred to in the Agreement. The Management represents the Client and is responsible for supervising the execution of the Work.
- **Affiliated Companies:** any company that (partly) owns the Client and any company (partly) owned by the Client. The following companies, insofar as they are not themselves Clients, shall in any event be regarded as Affiliated Companies: Utility Support Group (USG) B.V., USG Operations V.O.F., USG Swentibold B.V. and EZN Swentibold B.V.
- **Goods:** the goods to be delivered as specified in the Agreement, including materials, equipment and all related documentation.
- **Purchase Order:** an order issued by the Client containing an instruction for the supply of Goods and/or Services including all related documentation.
- **Purchasing Conditions:** these USG General Purchasing Conditions 2024.
- **Temporary Agency Worker:** a natural person who has entered into an employment or temporary employment contract with the Contractor and who is made available to the Client by the Contractor pursuant to the Agreement for the purpose of performing work under the Client's management and supervision.
- **Employee(s):** Workers employed by the Contractor, Subcontractors, Principal or Client, including employees of the Contractor or Subcontractor, (foreign) workers hired by the Contractor and self-employed persons and other third parties hired by the Contractor or Subcontractor.
- **Subcontractor:** Any contractor, legal entity or natural person that is engaged directly or indirectly by the Contractor to perform (part of) the Work and that has been approved by the Client.
- **Client:** a legal entity from which a Purchase Order or request for quotation originates.
- **Contractor:** a legal entity or natural person entering into an agreement with the Client.
- **Agreement:** the agreement as referred to in Article 3.3 together with these Purchasing Conditions as well as any other annexes to the agreement. The Agreement contains the conditions for the supply of Services and/or Goods by the Contractor to the Client.
- **Personal Data:** all information concerning an identified or identifiable natural person ('the Data Subject'); an identifiable natural person is considered to be a natural person who can be directly or indirectly identified, in particular by means of an identifier such as a name, an identification number, location data, an online identifier or one or more elements that are characteristic of the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person. .
- **Processing of Personal Data:** the processing of personal data or a set of personal data, whether or not carried out by automated means, such as the collection, recording, organisation, structuring, storage, updating or modification, retrieval, consultation, use, disclosure by means of transmission, distribution or otherwise making available, alignment or combination, blocking, erasure or destruction of data.
- **Work:** the Goods and/or Services supplied or to be supplied by the Contractor in the performance of the Agreement.

2 Applicability

- 2.1 These Purchasing Conditions shall apply to and form an integral part of every request for quotation, quotation or Purchase Order and (the resulting) agreement(s) (as referred to in Article 3.3) as well as to all legal relationships and all (other) (legal) acts between Client and Contractor, including negotiation and other pre-contractual situations. The applicability of the Contractor's other general terms and conditions or provisions shall not be accepted by the Client and is hereby expressly rejected. The Purchasing Conditions are binding following acceptance by the Contractor.
- 2.2 A Contractor with whom an Agreement is concluded once shall accept the applicability of these Purchasing Conditions to any subsequent request for quotation, quotation and Purchase Order from the Client under the framework agreement. The applicability may be agreed separately for any other agreements between the Client and the Contractor as referred to in Article 3.3 of these Purchasing Conditions.
- 2.3 Changes by the Contractor or deviations from the provisions of these Purchasing Conditions shall only be binding if these have been accepted in writing by the Client. If the content of the agreement as referred to in Article 3.3. of these Purchasing Conditions deviates from the provisions of these Purchasing Conditions, the content of the agreement shall take precedence.
- 2.4 The Client shall be authorised to amend the Purchasing Conditions. The Client shall inform the Contractor of the amendment. If a newer version of the Client's Purchasing Conditions is created, this newer version shall, following agreement with the Contractor, be applicable between the parties as referred to in Article 2.1.
- 2.5 If any provision of the Agreement is null and void or is annulled, the other provisions shall remain in full force and effect, and the provision shall be deemed to have been converted into a provision which, as far as possible while retaining the content and purport thereof, cannot be regarded as such.
- 2.6 Sections I, II and III shall apply to all types of agreements.
- 2.7 Section IV shall apply if the agreement (additionally) concerns the supply of Goods.
- 2.8 Section V shall apply if the agreement (additionally) concerns the provision of Services, other than the contracting of work.
- 2.9 Section VI shall apply if the Agreement (additionally) concerns the contracting of work.
- 2.10 Section VII shall apply if the Agreement (additionally) concerns hiring of workers.
- 2.11 The Dutch text of these Purchasing Conditions shall take precedence over versions in other languages.

3 Quotations, commission and conclusion of the agreement

- 3.1 Submitting a request for quotation to the Contractor shall not bind the Client and shall only serve as an invitation to make an offer by means of a quotation.
- 3.2 A quotation shall remain valid for a period of ninety (90) calendar days. Any costs associated with making a quotation shall not be reimbursed by the Client.
- 3.3 The agreement to which the Client is a party as the purchaser or commissioning party of Goods and/or Services, or an agreement concerning the supply of Goods and/or Services to, on the instruction of or for the benefit of the Client, shall be concluded after it has been expressly accepted or entered into in writing by the Client. This is the case, for example, but not exclusively, in the event of acceptance of the Purchase Order by the Contractor, in the event of performance by the Contractor of (part of) the Purchase Order or in the event of the Client's written acceptance of the Contractor's quotation.
- 3.4 The performance of (part of) a Purchase Order by the Contractor shall be deemed to be the unconditional acceptance by the Contractor of the Purchase Order and the associated Purchasing Conditions of the Client.
- 3.5 If the Contractor commences activities without any written Purchase Order or written agreement as referred to in Article 3.3 from the Client, it shall do so at its own expense and risk.

II. PERFORMANCE OF THE AGREEMENT

4 General

- 4.1 The Contractor shall guarantee that it is aware of and acts in compliance with all applicable (inter)national, provincial and municipal laws and regulations, standards and norms, guidelines, rules and codes in connection with the performance of the Agreement, including all applicable laws and regulations relating to international trade, such as embargoes, import and export restrictions and sanctions lists. This expressly includes the regulations of utility companies.
- 4.2 The Contractor shall act in accordance with the Chemelot and USG rules.
- 4.3 The consequences of compliance with (the amendment to) a statutory regulation or a government decision as referred to in article 4.1 that comes into effect after the Agreement has been concluded are for the Client's account if and insofar as it must reasonably be assumed that the Contractor could not have foreseen these consequences when entering into the Agreement. The Client shall be informed of the financial consequences as soon as possible and no later than the final invoice, failing which the Contractor forfeits its right to claim performance.
- 4.4 The Contractor shall guarantee that it owns all rights to the Goods, Services or parts thereof that are necessary for the performance of the Agreement. The Contractor shall be fully authorised to dispose of and transfer the Goods, shall be in possession (in good time) of all licences, permits, end-user declarations and all other documents required for the Work in the country of origin, transit and destination in order to fulfil its obligations and shall inform the Client immediately of any statutory restrictions.
- 4.5 Nothing in the Agreement shall be deemed to create an agency, partnership, joint venture or employment relationship between the parties unless the parties have expressly so intended in the Agreement and the Agreement expressly so provides.
- 4.6 The Contractor shall not, without the Client's prior written permission, disclose the Agreement to third parties in publications or otherwise.

5 Prohibition of assignment/outourcing

- 5.1 The Contractor shall not be entitled, without the Client's written permission, to transfer, assign or pledge the Agreement in its entirety and/or the obligations arising for it from the Agreement. Permission shall not be refused without reasonable grounds. The Client may attach conditions to the transfer. The Client's permission shall not release the Contractor from any obligation under the Agreement.

6 Amendment of the Agreement

- 6.1 Amendments or additions to any provision of the agreement as referred to in Article 3.3. shall only apply if they have been agreed in writing.

7 Property and intellectual property rights

- 7.1 All information (including specifications), materials and other items provided by the Client to the Contractor for the performance of the Agreement, such as, but not limited to, drawings and calculations, shall remain the property of the Client and must be returned to the Client in good condition following performance of the Agreement. If return is not possible, the information, material or item shall be destroyed. The items may never be copied, reproduced, made available to third parties or made public.
- 7.2 The Contractor may be requested to transport demolished/removed sections of the Client's property to locations indicated by the Client.
- 7.3 Software, data and computer hardware that are the property of the Client, as well as all licences purchased by the Client that the Client makes available to the Contractor in the context of the provision of services, shall remain the property of the Client. The Contractor shall be expressly prohibited from copying, reproducing and/or disclosing the above-mentioned material, or from making it available to third parties in any way whatsoever, without the Client's written permission.
- 7.4 The Contractor shall not be entitled to make use of or refer to any intellectual property right of the Client or of an Affiliated Company of the Client without the Client's prior written permission. Authorised use must take place strictly in accordance with the instructions and for the specified purposes.
- 7.5 The Contractor shall ensure that the supply of the Goods and/or Services and/or the use, sale or application thereof by the Client does not lead to infringement or wrongful use of any intellectual property right, such as patent rights, trademark rights or other rights, of a third party or of the Contractor itself.
- 7.6 The Contractor shall indemnify the Client and its Affiliated Companies against claims by third parties for compensation of damage and costs arising from any infringement of the rights referred to in Article 7.5.
- 7.7 All intellectual property rights arising as a result of the performance of the Agreement shall accrue to the Client and shall be transferred by the Contractor to the Client immediately and free of charge.
- 7.8 All intellectual property rights to software developed for or on the instructions of the Client, including source code, passwords and documentation, shall be vested in or transferred to the Client. Intellectual property rights to other software shall remain vested in the Contractor, and the Contractor shall grant the Client a non-exclusive, non-transferable, irrevocable, perpetual and free licence that is not restricted to specific equipment or locations.

8 Inspection/Examination of Goods and Services

- 8.1 Unless agreed otherwise in the Agreement, the Contractor must inspect and test the Goods prior to delivery to the Client. The Client shall be entitled, but not obligated, to inspect or to have another party inspect the Goods and/or Services at the Contractor's premises at any moment prior to delivery of the Goods or completion of the Services, including during manufacture, processing and storage. The Client shall not be obligated to perform any inspection or test of the Goods and/or Services upon receiving the Goods and/or upon completion of the Services.

- 8.2 The Client shall be entitled, at any time and on the Contractor's premises or at any other location, to inspect and test all Goods and/or Services and all materials, equipment, facilities and quality control systems and procedures employed by the Contractor or Subcontractor in the production of Goods or supply of Services.
- 8.3 Inspection or testing in accordance with the provisions of this Article 8 shall not in any way constitute acceptance of the Goods or Services by the Client and shall not release the Contractor from any of its obligations arising under the Agreement.

9 Verified changes

- 9.1 Any changes to (parts of) the Goods and/or changes to the (performance of the) Services, including (business) processes, (raw) materials and/or any other changes that could affect the specifications of the Goods and/or the Services, shall require the Client's prior written consent. The Contractor shall inform the Client of such changes well in advance and shall enable the Client to verify and test the Goods.

10 Chemical substances

- 10.1 The Contractor shall ensure that it is fully aware of Regulation EC No 1907/2006 on the Registration, Evaluation and Authorisation of Chemicals ("REACH") that are imported, distributed or used in the European Union. The Contractor shall ensure that, if and to the extent applicable, the Goods or substances therein fully comply with the requirements of REACH. The Contractor shall pass on the (pre-) registration number(s) to the Client. Insofar as the Goods or substances therein fall under other (inter)national regulations restricting the use of chemical substances, the Contractor shall ensure that the Goods or substances therein fully comply with these regulations.

11 CSR, Sustainability, HSE and Security

- 11.1 USG's Code of Conduct is of vital importance to the Client. The Contractor declares that it shall comply with the Code of Conduct and shall ensure that its Employees comply with the Code of Conduct. The Code of Conduct forms part of these Purchasing Conditions and can be found at www.usg.company.
- 11.2 The Contractor shall comply with and act in accordance with all applicable statutory regulations and all safety, health and environmental regulations applicable to the Client, including the instructions which can be found at www.chemelot.nl/veiligheid/regelgeving. The Contractor shall avoid contamination of the soil and ground and sewage water, limit air and noise pollution at the Client's site and comply with the access rules of the Chemelot site and (network) security regulations applicable at the Client's site. The Contractor must ensure proper, clean and safe transport, proper and safe equipment and tools and skilled, qualified and certified Employees who speak Dutch and/or English and/or German and work in a safe, healthy and environmentally responsible manner. The Client shall be entitled to check these aspects of the Agreement. The Contractor shall report any irregularity relating to safety, health and the environment and security.
- 11.3 In the event of an incident, the Contractor, under the supervision of the Client, shall immediately take all measures to clean up or isolate the released substances or to prevent contamination as a result of such an incident. If the incident is caused by the Contractor, the Contractor shall bear the costs of remediation.
- 11.4 The Contractor shall impose the obligations arising from this article on any Subcontractors in the same manner.

12 Confidentiality

- 12.1 The Contractor must treat all information provided by or on behalf of the Client within the framework of the Agreement as well as information developed within the framework of the Agreement confidentially and keep it secret from third parties and must not use it or allow it to be used for any purpose other than for the benefit of the Agreement. Disclosure of information shall be permitted only to third parties engaged by the Contractor for the performance of the Agreement and if strictly necessary for such performance, such as Employees and suppliers of the Contractor, if and to the extent necessary for the performance of the Agreement. Furthermore, the Contractor shall be obliged to impose the same duty of confidentiality on its Employees and all other persons involved on behalf of the Contractor to whom such data and information and results are disclosed or communicated or may be disclosed, and the Contractor shall ensure that these third parties comply with this duty of confidentiality. The Contractor shall treat the existence of the Agreement as confidential. The Contractor or its Employees shall sign a separate non-disclosure agreement on request. If requested, the Contractor shall immediately return the information to the Client, without retaining a copy.
- 12.2 The Contractor shall be subject to an exception to the duty of confidentiality as referred to in article 12.1 if and insofar as it can demonstrate that:
 - a court order or a statutory regulation requires the disclosure of the information. In such a case, the Contractor shall inform the Client without delay that the information obtained has become public knowledge through no fault of the Contractor or of a person for whom the Contractor is responsible; or
 - the information obtained was already known to the Contractor when it was obtained from the Client.
- 12.3 Disclosure of confidential information to the Contractor shall not be interpreted as granting the Contractor a licence or any right in respect of the Client's current or future intellectual property rights or know-how.
- 12.4 In the event of breach of Article 12.1, the Contractor shall be liable to pay the Client an immediate penalty of EUR 20,000 per event. The penalty shall be without prejudice to the Contractor's obligation to pay damages, where applicable, and the Client shall retain the right to claim the actual damage and performance of the Agreement.

13 Processing of Personal Data

- 13.1 As the processor within the meaning of the General Data Protection Regulation (GDPR) in the context of the Agreement, the Contractor may process Personal Data for and on the instructions of the Client. In that case Contractor shall process the Personal Data in a proper and careful manner and shall comply with the statutory requirements ensuing from the legislation and regulations. The Contractor shall take sufficient, appropriate technical and organisational measures to guarantee a level of security appropriate to the risk for the Personal Data processed. The Contractor and the Client shall cooperate to the fullest extent so that the other party may fulfil its obligations under the GDPR.
- 13.2 If the Contractor processes Personal Data within the framework of the Agreement, the Contractor shall conclude a processing agreement with the Client which has been drawn up by the Client. The Contractor shall be obliged to cooperate to the fullest extent so

that the Client may fulfil all its obligations as "Controller" or "(Sub-)Processor" within the meaning of the GDPR and other applicable legislation and regulations.

- 13.3 If the Client and the Contractor are both to be regarded as "controllers", the Contractor shall cooperate to the fullest extent in order to lay down in the Agreement the provisions necessary to be able to fulfil the obligation imposed on the parties by Article 26(1) of the GDPR.

14 Default

- 14.1 Every period/date specified in a Purchase Order or Agreement for the fulfilment of an obligation of the Contractor, such as the delivery or completion date, must be regarded as a final deadline. The Contractor shall therefore be immediately in default as a result of the expiry of such period/date. A notice of default shall not be compulsory for the claim by the Client of any right to compensation, performance, rescission or any other right. Requests from the Client to the Contractor to fulfil an obligation after all shall not detract from the foregoing. The Contractor shall therefore be in default by operation of law after the delivery period(s) as stated in the Agreement has or have expired and deliveries have not taken place or have not taken place in full.
- 14.2 The Contractor must immediately notify the Client in writing of any (anticipated) delay, stating the reasons for this. The Contractor shall be obliged to take all measures at its own expense in order nevertheless to deliver on time.
- 14.3 The fact that the Client does not require the Contractor to strictly fulfil an obligation under the Agreement shall not in any way affect its right nevertheless to demand fulfilment of any obligation at any time. If the Client waives its right to performance, this waiver shall not also be deemed to relate to previous or subsequent default on the part of the Contractor. Performance may only be waived in writing, unconditionally and stating the specific right on the basis of which the waiver is made.

15 Force majeure

- 15.1 Force majeure shall be deemed to exist if and insofar as there is a failure in the performance of the Agreement and the performance thereof is delayed, impeded or prevented by any cause beyond the control of the party concerned and the cause is not or should not be at its risk, provided that this party was not already in default with regard to those obligations which are delayed, impeded or prevented. Force majeure shall include, but is not limited to, wars or hostilities, riots or civil disturbances, floods or other natural disasters, nuclear catastrophes, pandemics and epidemics and government measures. Furthermore, force majeure shall in any case not include: late delivery of goods or provisions required for the Work to the Contractor or its suppliers or unsuitability of those goods or provisions, lack of personnel or resources, strikes, illness of personnel, loss or theft of equipment, shortage of raw materials, transport problems and liquidity or solvency problems on the part of the Contractor, disruptions in the Contractor's production, shortcomings of third parties engaged by the Contractor and (other) causes that are part of the Contractor's business risk.
- 15.2 During the force majeure situation, neither party shall be liable to the other party for failure to fulfil its obligations under the Agreement.
- 15.3 The Contractor must inform the Client of a (possible) force majeure situation, the cause and the expected duration as soon as possible, submitting the necessary documentary evidence.
- 15.4 The Client may suspend its obligations arising from the Agreement during the period that the force majeure continues for the Contractor, with the exception of the payment obligation for the (part of the) Work already performed.
- 15.5 If a situation of force majeure for the Contractor continues for more than thirty (30) days or it is established that the situation of force majeure will continue for more than thirty (30) days, the Client shall be entitled to rescind the Agreement without being obliged to pay any compensation. In the event that this concerns a critical situation, the period of 30 days will not apply and the Agreement may be rescinded immediately without any obligation to pay compensation.

16 Guarantees

- 16.1 The Contractor shall in any case guarantee, in addition to any guarantees in the Agreement as referred to in Article 4, that the Goods and Services supplied, including the items and materials used for the Services:
- meet the specifications and requirements of the Purchase Order or Agreement;
 - are supplied without delay and interruption;
 - function properly;
 - are unused;
 - have been manufactured/performed using proper and well-maintained materials, expertise, care and good workmanship, are of good quality and are free from defects;
 - have been manufactured/performed using well-qualified Employees;
 - are not encumbered in any way whatsoever and are free from pledges and liens;
 - remain fit for purpose for their intended service life;
 - meet the legal requirements;
 - and comply with all applicable norms, standard clauses and regulations relating to performance of the Agreement.
- 16.2 This guarantee shall be applicable for a period of at least eighteen (18) months after commissioning of the supplied Goods and/or Services; if specified Goods and/or Services have not been put into use within eighteen (18) months after delivery, the guarantee period will be twenty-four (24) months after delivery, unless the Contractor has stipulated a longer guarantee period with its supplier or unless a longer guarantee period is specified in the Agreement, in which case the longer guarantee period shall apply.
- 16.3 In the case of a maintenance period, Article 16.2 shall not apply and the guarantee period shall commence immediately after expiry of the maintenance period.
- 16.4 Defects occurring during a guarantee period must be rectified (replaced or repaired) by the Contractor as soon as possible at its own expense and risk and at the first request of and in consultation with the Client, unless the Contractor demonstrates that the defect is not at its expense and/or risk. The Contractor shall immediately reimburse the Client for any other damage as well as any damage suffered as a result of the Contractor failing to carry out the necessary work or failing to do so on time.
- 16.5 To the extent possible, the Contractor shall leave the (parts of the) Goods and/or Services at the Client's disposal for use until the Client has received replacement. The guarantee period for the (parts of the) Goods and/or Services which have not been replaced shall be extended by the period(s) during which the (parts of the) Goods and/or Services have been out of operation.

- 16.6 The Client may repair a defect (or have a defect repaired) at the Contractor's expense if the Contractor – after the first notification - fails to repair the defect, or fails to do so on time or properly. This shall not affect the Client's right to compensation, where applicable.
- 16.7 Any guarantees provided by the Contractor other than those mentioned in these Purchasing Conditions shall never have the effect of excluding the guarantees mentioned in these Purchasing Conditions or restricting their scope or duration.
- 16.8 Guarantees issued in the Agreement shall not affect the Contractor's liability under the Agreement or the law, even after the guarantee period has expired. This shall include, but is not limited to, claims pursuant to Article 7:21 of the Burgerlijk Wetboek (Dutch Civil Code). Title 1 of Book 7 of the Dutch Civil Code shall remain in full force and effect.
- 16.9 Unless otherwise agreed, a guarantee period of two (2) years shall apply.
- 16.10 Following repair or replacement of (parts of the) Goods and/or Services, the agreed guarantee shall recommence. The guarantee period shall commence from the time of commissioning after repair/replacement.
- 16.11 The Client shall be entitled to immediately carry out all necessary work itself without relieving the Contractor of its liability if operating conditions, safety and/or statutory regulations do not permit any delay, and the Contractor is not immediately available to perform the work. The Client shall immediately inform the Contractor of this.
- 16.12 The guarantees in the Agreement shall extend to the Client and its buyers.

17 Liability and compensation

- 17.1 The Contractor shall fully compensate all direct and indirect loss or damage suffered or to be suffered by the Client or third parties in connection with the (non-)performance by the Contractor of the Agreement (including a wrongful act) (including but not limited to business interruption, environmental damage, damage to materials, equipment and other items, personal injury, judicial and extrajudicial costs), irrespective of whether such loss or damage is caused by the Contractor or an Employee or a Temporary Agency Worker or another (legal) person for whom/which the Contractor is responsible. The Contractor shall indemnify the Client against claims from third parties in this respect.
- 17.2 The Contractor shall also fully indemnify the Client against:
 - a) claims/actions of Employees in connection with loss or damage suffered by them or otherwise;
 - b) claims/actions of Temporary Agency Workers in connection with loss or damage suffered by them or otherwise;
 - c) fines and/or punitive measures imposed on the Client and/or third parties in connection with the Contractor's failure to comply with legislation and regulations;
 - d) loss or damage caused by the Contractor to third-party property;
 - e) loss or damage to equipment, materials and other property belonging to the Contractor or its Employees or Subcontractor or to any person involved in the Work by the Contractor or their Employees, or to goods of third parties owned by said persons or the Contractor, as well as all ensuing consequential loss for said persons or for the owners of the goods.
- 17.3 The Client shall under no circumstances be liable for any direct or indirect loss or damage suffered by the Contractor, its Employees or third parties (engaged by the Contractor in the performance of the Agreement) on the basis of or arising from the Agreement, except in the event that the loss or damage is the result of an intentional act or gross negligence on the part of the Client. The Contractor shall indemnify the Client against claims from third parties in this respect.
- 17.4 The Client shall be entitled to repair defects as a result of a failure on the part of the Contractor to fulfil its obligations arising from the Agreement (or have them repaired) directly at the expense and risk of the Contractor in the event that the Contractor has not done so itself within a reasonable period.
- 17.5 The Contractor shall be fully liable for the correct and timely payment of all taxes and levies due in connection with the performance of the Agreement and shall indemnify the Client and its Affiliated Companies against all claims and compensation with respect to its obligations concerning taxes, contributions and any claims from third parties, including the Government.
- 17.6 Where the Client is indemnified in these Purchasing Conditions, the Client's Employees, third parties engaged by the Client and its Affiliated Companies shall also be indemnified.
- 17.7 The Contractor shall never be liable for loss or damage / indemnifications shall not apply where the loss or damage is caused intentionally or as a result of deliberate recklessness on the part of the Client.
- 17.8 Direct damage shall in any case be understood to include damage to the delivered Work itself, damage to property belonging to USG or third parties, personal injury and fines/claims towards USG due to non-compliance with the law by the Contractor.

18 Insurance

- 18.1 The Contractor shall take out and maintain such insurance policies as are sufficient to cover the risks of the Agreement and performance thereof. The insurance to be taken out shall cover statutory and contractual liability for loss or damage that may arise during or in connection with the performance of the Work.
- 18.2 If the Contractor is co-insured on a policy taken out by the Client, the Contractor shall, in the event of loss or damage attributable to the Contractor, be obliged to reimburse the deductible in the insurance payout or any damage not covered by the policy, and bear the costs associated with the settlement of the claim.
- 18.3 The Client shall require the Contractor:
 - a) to insure the equipment involved/used in the Work against material damage and personal injury, including any resulting loss or damage caused by or in connection with the equipment;
 - b) for the duration of its obligations under the Agreement, to take out insurance cover with a minimum coverage of EUR 5,000,000 per event in accordance with the provisions of the Wet Aansprakelijkheidsverzekering Motorrijtuigen (WAM)(Dutch Motor Insurance Liability Act) for loss or damage arising from the use of (work) equipment subject to the WAM (also present on motor vehicles) that is used by or on behalf of the Contractor for the purposes of the Agreement. The work risk must also be insured;

- c) for the duration of its obligations under the Agreement, to take out general liability insurance (AVB Insurance) with a coverage of at least EUR 5,000,000 per event for its liability for material damage and personal injury and consequential loss and including coverage for employer's liability. The coverage under the AVB Insurance shall not be less than the coverage under the Nederlandse Beurspolis voor Aansprakelijkheid (NBA 2014)(Dutch Bourse Policy for Liability). The coverage shall be additional to any CAR insurance;
- d) for the duration of its obligations under the Agreement and for 5 years thereafter, to take out professional liability insurance (BVA Insurance) with a coverage of at least EUR 2,000,000 per event for its liability for loss or damage as a result of its professional misconduct and that of its personnel and representatives if the Work consist of consultancy work and/or design and/or engineering work. For material damage, this insurance shall be additional to any CAR insurance;
- e) to have disability insurance.

- 18.4 The policies for the above-mentioned insurances must meet the following requirements:
 - a. The Client must be named as co-insured;
 - b. the insurance must offer primary cover (reliance on any insurance taken out elsewhere shall not be permitted);
 - c. the policy conditions must not include any (form of) recourse against the Client, its Employees, third parties engaged by the Client and its Affiliated Companies.
- 18.5 The Contractor shall provide the Client with a copy of the policy or a certificate proving the existence of the coverage for the insurance in question prior to commencement of the performance of the Agreement.
- 18.6 The Contractor shall always pay its premium(s) on time. At the Client's request, the Contractor shall provide it with proof of payment of the premium.
- 18.7 The Contractor shall inform the Client of any intended change to the insurance policy which may have adverse consequences for the Client.
- 18.8 The Contractor shall ensure that every Subcontractor is co-insured under the insurances referred to in Article 18.3 subsections b, c and d in connection with the Services to be provided, or that every Subcontractor takes out the same insurances for the benefit of its actions or actions of its personnel, representatives and agents.
- 18.9 All non-covered loss or damage and the applicable deductible shall remain payable by the party responsible under the Agreement or the law.
- 18.10 The Client shall be informed in writing thirty (30) calendar days before the expiry date or termination of the insurance(s).

19 Termination, rescission and suspension

- 19.1 The Client shall at all times be authorised to cancel the Agreement prematurely in writing without observing any notice period. The Client shall in any case pay for the Goods and/or Services already supplied. Furthermore, the Contractor shall be entitled to reasonable compensation for costs demonstrably incurred by the Contractor as a result of the cancellation. The Client and the Contractor shall in that case consult on the reasonable compensation. The Contractor agrees that the compensation shall be limited to the unavoidable costs arising directly from the cancellation plus a reasonable profit on the services performed prior to the date of cancellation less the costs saved as a result of the cancellation and compensation already paid by the Client for work not (yet) performed. The compensation shall in any case not exceed the agreed (purchase) price/contract price agreed between the parties in writing plus any additional work. The Contractor shall be obliged to minimise the loss arising from the cancellation as much as possible.
- 19.2 The Client shall be authorised, in derogation from Article 6:265 of the Burgerlijk Wetboek (Dutch Civil Code), to rescind all Agreements immediately (without notice of default being required) and irrespective of the special nature or minor significance of a possible shortcoming in whole or in part or to suspend the fulfilment of its obligations in whole or in part in each of the following cases:
 - (i) if the Contractor fails to fulfil, fails to fully fulfil, and/or fails to fulfil on time any of its obligations to act or refrain from acting under the Agreement, or any of its legal obligations related to the performance of the Agreement, or fails to meet or appears likely to fail to meet any other obligation. The option of rescission only comes into effect once a notice of default has been sent and the Contractor still has not fulfilled its obligations within the reasonable period stated, except as provided in article 15;
 - (ii) if the Client's client withdraws the assignment (in connection with which the Client has issued the assignment to the Contractor) or in the event of a change of circumstances such that maintenance of the assignment cannot reasonably be demanded of the Client or of its client;
 - (iii) there is a case of (a request for): (1) suspension/moratorium on payment, (2) bankruptcy, (3) (partial) liquidation, (4) placement under guardianship of the Contractor or the person who has acted as a guarantor of or provided security for the Contractor's obligations or that one of them has ceased to pay its debts or has terminated or suspended all or a substantial part of its activities, or is in a similar situation;
 - (iv) if an attachment (precautionary or enforceable) is levied on the Contractor's assets;
 - (v) if a change occurs in the control (the authority to manage and control the Contractor's business, whether by virtue of contract, ownership of shares or otherwise) over the Contractor, insofar as in the Client's opinion such change entails a considerable aggravation of the risks;
 - (vi) if the Contractor transfers all or part of its business;
 - (vii) in the event of failure to comply with regulations on the import, export or restriction of the use of chemical substances or the provisions relating to safety, health, the environment and security;
 - (viii) in the event of performance of non-approved additional and/or reduced Work as referred to in Article 48 of these Purchasing Conditions.
- 19.3 The Contractor declares that it shall waive its right to suspend its obligations if and insofar as the timely performance of the Work is delayed as a result of the exercise of its right of suspension.
- 19.4 The Contractor shall not be entitled to rescind the Agreement in whole or in part.
- 19.5 The Client may offset amounts owed by it to the Contractor in connection with the Agreement against receivables owed to the Client by the Contractor that are not yet due and payable in connection with payroll taxes and turnover tax not paid by the Contractor and/or Subcontractors, for which the Client may be held liable pursuant to Sections 34 or 35 of the Invorderingswet (Collection of State Taxes Act 1990).

- 19.6 The Client shall be entitled, in the event of (imminent) bankruptcy of the Contractor, to pay Subcontractors' claims relating to the Agreement directly to those Subcontractors. The Client shall inform the Contractor about this at the same time. In that case, the Contractor's claim against the Client shall be reduced by an equal amount.
- 19.7 In the event of a suspension/moratorium on payment or bankruptcy of the Contractor, the Client shall be entitled to suspend its payment obligations until the Contractor has received an indemnification statement from the Tax Administration showing that the Client will not be held liable pursuant to Sections 34 and/or 35 of the Invoeringswet (Collection of State Taxes Act 1990) on account of the Contractor and/or its Subcontractors wrongfully failing to pay the payroll taxes and turnover tax referred to in the aforementioned sections of the law. The liquidator or receiver shall be obliged to ensure that the aforementioned indemnification statement is obtained.
- 19.8 In the event of a suspension/moratorium on payment or bankruptcy of the Contractor, the Client may demand that the administrator or bankruptcy trustee declare in writing within five (5) calendar days whether it is prepared to perform the Agreement and to provide the necessary security in this respect. If, after expiry of this period, it has not become apparent that the Agreement will be performed, the Agreement shall be deemed to have been rescinded with immediate effect. Pending the statement, the Client shall be entitled to take all measures, at the Contractor's expense, to prevent the occurrence of loss or damage or extra costs to the part of the Work already performed.
- 19.9 Following rescission as referred to in Article 19.2, the Contractor shall compensate the Client for the loss caused by the rescission. This shall include, among other things, the costs of returning the goods.
- 19.10 The Contractor shall be obliged to immediately inform the Client in writing if a case as referred to in Article 19.2 arises.
- 19.11 Termination of the Agreement for any reason whatsoever shall not affect the rights or obligations that expressly or by their nature or content create continuing obligations such as, for example, declarations, guarantees, confidentiality obligations, intellectual property rights as well as rights and obligations that have arisen during the term of the Agreement. Such obligations shall continue to have effect after the end of the Agreement.
- 19.12 The rights laid down in the previous paragraphs of this article are without prejudice to the Client's other rights under the law and the Agreement, including but not limited to the Client's right to performance and rights to compensation.
- 19.13 Rescission on the grounds of 19.2 shall never result in an obligation to compensate the Contractor.

20 Non-solicitation clause

- 20.1 Both during the term of the Agreement and for twelve (12) months after termination of the Agreement, the Contractor shall not be permitted, without the Client's prior written permission, to encourage the Client's employees or other personnel to perform activities for the Contractor and/or its affiliated parties, to terminate their employment contract and/or to employ such employees or persons. In the event of breach of the above provisions, the Contractor shall pay the Client an immediate payable penalty of €5,000 for each breach.

21 Applicable law

- 21.1 This Agreement shall be governed exclusively by the law of the Netherlands, to the exclusion of the rules of private international law, which would lead to the application of the law of another state. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) concluded in Vienna on 11 April 1980 shall not apply. Any transport of Goods to or from a warehouse use that may form part of the Services must comply with the provisions of the Convention relating to the mode of transport.
- 21.2 Any dispute shall in the first instance be subject to the decision of the competent court in Maastricht. Pending a dispute, neither party shall be released from its obligations under the Agreement, with the exception of those obligations directly related to the dispute.

III. FINANCIAL PROVISIONS

22 Price/Contract price

- 22.1 The Contractor shall deliver the Goods and/or perform the Services at the prices and surcharge rates stated in the Agreement. Unless expressly stated otherwise, the prices shall be fixed and shall not be subject to indexation.
- 22.2 The price/contract price as referred to in Article 22.1 is "all-in" and shall therefore include all direct and/or indirect costs incurred or to be incurred by the Contractor in connection with the Work. The price/contract price shall be exclusive of any VAT, but shall include all other taxes, duties, levies and fees (including licence fees).
- 22.3 Unless the Agreement provides otherwise, additional work shall not be included in the price/contract price.
- 22.4 All prices in the Agreement shall be in euro.
- 22.5 The Agreement shall determine whether and in which cases cost-increasing circumstances for the Contractor will be passed on in the price/contract price and the manner in which this takes place. Article 7:753 of the Dutch Civil Code shall only apply if this is expressly stipulated in the Agreement.

23 Invoicing & payment

- 23.1 Every invoice must comply with the requirements of the Wet op de Omzetbelasting (Turnover Tax Act 1968) and, if applicable, the Uitvoeringsregeling inleners-, keten-, en opdrachtgeversaansprakelijkheid (Implementing Regulation on Hirer's, Chain and Client Liability 2004).
- 23.2 Where applicable, the Contractor must in any case state the following information on the invoice:
 - legal name/trade name registered with the KVK (Chamber of Commerce), actual business address and domicile of Contractor and Client;
 - KVK number of Contractor;
 - date of invoice and invoice number;
 - assignment number (applicable Purchase Order number or order number), or at least reference of the agreement, order position number, project number and project name;
 - Contractor's reference number for the Work;
 - product description and article number, quantities and prices;
 - delivery address and delivery date;
 - if paid in advance: date of advance payment;
 - description of the service;
 - whether it concerns an instalment, residual payment or full payment of the price for the Work;
 - agreed payment term;
 - name or reference of the Work and the location(s) of performance to which the invoice relates;
 - total contract price including and excluding VAT, amounts already submitted and instalment number;
 - VAT rate;
 - VAT amount;
 - period(s) and brief description of the activities performed to which the invoice relates;
 - payroll tax number of the Contractor;
 - VAT identification number of Contractor and Client. In the case of a fiscal unity, the VAT identification number of the entity that performs the Work must be stated;
 - indicate whether or not the reverse charge mechanism with respect to turnover tax (VAT) applies. If applicable, the words "VAT reverse-charged" must be stated;
 - bank account number;
 - G-account number;
 - receipt number(s);
 - in the event of hiring within the meaning of Section 34 of the Invoeringswet 1990 (Collection of State Taxes Act 1990) or subcontracting within the meaning of Section 35 of the Invoeringswet 1990 (Collection of State Taxes Act 1990): the amount to be deposited into the G-account and/or the amount of the gross wage sum included in the invoiced amount based on previously agreed arrangements regarding the wage sum and deduction obligations.
- 23.3 The Contractor must enclose with the invoice the confirmation of receipt signed by the Client, a statement of account and a statement of man-hours (stating the hours worked until then). In the event of hiring within the meaning of Section 34 of the Invoeringswet 1990 (Collection of State Taxes Act 1990) or subcontracting within the meaning of Section 35 of the Invoeringswet 1990 (Collection of State Taxes Act 1990), the Contractor must in any case enclose a man-hours sheet with the invoice.
- 23.4 The Client shall only owe payment of the agreed purchase price at the time of delivery and acceptance of the Goods and completion of the Services, unless another payment date has been agreed in writing in the Agreement.
- 23.5 Unless otherwise stipulated in the Agreement, the Client shall make payment for the Goods and/or Services supplied within sixty (60) days of receipt of the duly itemised invoice approved by the Client or, if this date is later, within sixty (60) days of the date referred to in Article 23.4.
- 23.6 The Client shall only pay the invoice:
 - i) when the Work or a part thereof to which a(n instalment) payment relates has been delivered or supplied by the Contractor to the Client's satisfaction;
 - ii) following receipt by the Client of an invoice in accordance with the requirements of this article and the confirmation(s) of receipt, statement(s) of account and statement(s) of man hours signed by the Client in accordance with this article; and
 - iii) after the Contractor, if so requested, has demonstrated upon receipt of the invoice that it has paid the Employees involved in the Work what is due to them in accordance with, inter alia, the Wet Aanpak Schijnconstructies (Act on Combating Sham Arrangements) and the applicable Collective Labour Agreement, and that it has declared and paid the payroll tax and turnover tax due in respect of the deployment of these Employees to the authorities designated for this purpose; and
 - iv) if the Client and the Contractor have agreed on payment in advance: once the Contractor has submitted a bank guarantee or group guarantee to the Client.

- 23.7 The Contractor is obligated to invoice all outstanding items to the Client no later than eight (8) weeks after the agreed delivery or completion date, failing which the right to payment will be forfeited.
- 23.8 Invoices shall be submitted digitally by sending them to the email address stated in the Agreement.
- 23.9 Upon submission of a new, correct invoice, the payment term as referred to in Article 23.5 shall recommence.
- 23.10 The Client may have any other of its Affiliated Companies make the payment due by the Client, which payment shall be deemed to release the Client from its payment liability.
- 23.11 The Client shall be entitled to offset amounts owed to the Contractor against all claims which the Client and/or its Affiliated Companies still has/have against the Contractor.
- 23.12 In the event of a suspension/moratorium on payment or bankruptcy of the Contractor, the Client shall be entitled to offset its claim(s) for compensation on account of indemnification of the Contractor for fines and/or other claims against amounts owed by it.
- 23.13 The Contractor shall not be entitled to offset claims.
- 23.14 The Client may at any time simply offset amounts that it owes or may owe to the Contractor or any company belonging to the group of Contractors for any reason whatsoever against amounts that any company belonging to the group of Clients owes or may owe to the Contractor or any company belonging to the group of Contractors.
- 23.15 The Contractor shall not be entitled to postpone or suspend its obligations if an invoice is disputed or not paid. The Contractor is, however, entitled to payment of the uncontested part of the claim.
- 23.16 Payment of an invoice shall never imply recognition of the claim in question.
- 23.17 Payment by the Client to the Contractor shall not in any way imply waiver of a right.
- 23.18 If the Client is in default of payment, it shall owe only default interest equal to the statutory interest pursuant to Article 6:119 of the Dutch Civil Code.

24 Payment of Subcontractors

- 24.1 The Client shall be entitled to make payments on behalf of the Contractor to Subcontractors and suppliers of the Contractor if the progress of the activities would be jeopardised in the absence of such payments. The Client will only proceed after the Contractor has been heard.
- 24.2 The Client's claims against the Contractor with respect to the payments referred to in Article 24.1 shall be paid by the Contractor to the Client immediately at the Client's first request and, in the absence thereof, shall be deducted from the next payment made by the Client to the Contractor.

IV. PROVISIONS CONCERNING THE DELIVERY OF GOODS

25 Delivery and acceptance of Goods

- 25.1 Unless expressly agreed otherwise, the Goods shall be delivered in accordance with the applicable Incoterms DDP. The place of destination shall be the Client's address or, if another address has been agreed in the Agreement, that other address.
- 25.2 Delivery shall take place in appropriate packaging. Costly and reusable packaging shall be taken back by the Contractor. The Contractor shall provide the Client in good time with (copies of) all applicable documents such as, but not limited to, licences, permits, information, specifications and instructions required for the safe and correct transport, use, handling, processing and storage of the Goods and all customary certificates.
- 25.3 The Contractor itself shall be responsible for the (auxiliary) equipment such as tools, etc. required by it for the performance of the Work.
- 25.4 The Client shall be entitled to refuse all Goods which (i) are not delivered at the agreed time, (ii) are not in the agreed volumes and/or quantities, (iii) are delivered in faulty or damaged packaging or (iv) are delivered with one or more defects. A defect is deemed to exist if the Goods do not comply with what the Client might expect on the basis of the Agreement. Return of the Goods shall be at the risk and expense of the Contractor, without prejudice to the Client's right to compensation for the damage and costs incurred as a result of the Contractor's failure to fulfil its obligations. The Client shall inform the Contractor of the (reasons for the) refusal.
- 25.5 Whether or not an inspection, examination or test is carried out shall not release the Contractor from its obligations, liability and guarantees.

26 Transfer of ownership

- 26.1 The Client shall become the owner of the Goods and the results of the Services upon delivery at the place stated in the Agreement. If an Agreement provides for payment in advance, ownership shall pass to the Client after payment, as a result of which the Contractor or a third party with which the Goods are located shall hold the Goods for the Client. The Contractor shall guarantee that every transfer of ownership is a transfer of unencumbered ownership and without retention of title. In addition, the Contractor shall mark the finished Goods as belonging to the Client and shall store them in an identifiable manner. The Goods shall remain in the Contractor's possession at the Contractor's expense and risk until the time of acceptance of the Goods.
- 26.2 The ownership and risk in respect of the Goods delivered under a rental agreement shall remain with the Contractor.
- 26.3 Ownership of Goods which, as the Client is temporarily unable to receive the Goods, are stored at the Contractor on the basis of a storage agreement shall remain with the Client. The Contractor shall keep the Goods in safe custody in a separate and clearly recognisable manner intended for the Client and shall take all measures to prevent deterioration in quality until the Goods have been delivered. The Client shall reimburse the Contractor for the reasonable costs incurred. The risk in respect of such Goods shall pass to the Client upon delivery of these Goods to the Client.
- 26.4 In the event of a suspension/moratorium on payment or bankruptcy on the part of the Contractor, the Contractor shall grant the Client the right to access the plot and the building on/in which the Goods and/or results of the Services owned by the Client are located, so that the Client can recover its property. The Contractor shall therefore have to allow access in the aforementioned case.

V. PROVISIONS CONCERNING THE PROVISION OF SERVICES (other than the contracting of work)

27 General

- 27.1 The Contractor shall perform the Work in accordance with the requirements of efficient and appropriate work, using its specific knowledge, skills and good workmanship, with due observance of the instructions given by the Client and in accordance with the Agreement. The Work must exhibit the characteristics necessary for the purpose for which the Work is intended, including both the specific properties described in the Agreement and those properties that, although not specifically described, are inherent to the nature of the delivered Work.
- 27.2 The Contractor shall be obliged to comply with the provisions of the Collective Labour Agreement applicable to the Work.
- 27.3 Where two or more Contractors have jointly accepted a Work, they will each be jointly and severally liable to the Client for the fulfilment of all obligations arising from the Agreement.
- 27.4 The Contractor shall only be authorised to outsource (part of) the Agreement to a Subcontractor or other third party with the Client's prior written approval.
- 27.5 In the event that (a part of) the Work is outsourced that can be considered to fall within the Contractor's own discipline, this shall at all times require as a minimum the presence of a SPOC with a permanent employment contract. This provision shall also apply to each individual Subcontractor.
- 27.6 In the event of outsourcing as referred to in Article 27.3, the Contractor shall remain responsible and liable for the work performed by Subcontractors and Employees and for the performance of the Agreement.
- 27.7 The Contractor shall ensure that all relevant obligations under the Agreement are passed on in full to the third party by means of a written agreement.
- 27.8 Except with the Client's explicit written permission, Subcontractors shall not be permitted to outsource (part of) the assignment to other Subcontractors or other third parties, or to hire staff. The Contractor shall ensure that this is laid down in the agreements with Subcontractors.

28 Changes/Additional and reduced Work

- 28.1 The Client shall at all times be authorised to request additional and/or reduced work.
- 28.2 The Contractor shall only be authorised to refuse to carry out additional and/or reduced work if:
 - the activities exceed the Contractor's capacities, or;
 - the modification endangers the project or persons, or;
 - this results in an unacceptable disruption in the performance of the Work according to the standards of reasonableness and fairness.
- 28.3 The Contractor shall provide the Client with a specification of the financial and/or other consequences such as those for the completion date of the additional and/or reduced work within five (5) working days of the request, unless otherwise agreed in writing. If the Contractor does not submit this specification to the Client within the agreed time limit, its right to additional costs and/or postponement of the delivery or completion date and/or agreed milestones shall lapse. If the Client does not agree with the consequences of the additional and/or reduced work, the Client may withdraw the request for carrying out the additional and/or reduced work without any consequences. If the Client agrees with the consequences, it shall confirm this once again in writing. Only after this confirmation shall the Contractor carry out the requested additional and/or reduced work.
- 28.4 The Contractor may also submit a request for additional and/or reduced Work to the Client. The Contractor shall not be permitted to carry out additional and/or reduced work itself without the Client's written permission. The Contractor's request must specify what the change entails, how it wishes to implement it and what the financial and other consequences are.
- 28.5 The Contractor shall only be able to claim the financial and/or other consequences such as a postponement of the delivery or completion date and/or agreed milestones if the additional work and/or another change and the consequences thereof have been approved in writing by the Client. Unless otherwise agreed in writing, the setoff of reduced work shall be determined by mutual agreement.
- 28.6 Only in the event of emergencies shall the Contractor be authorised, following verbal consent from the Client, to carry out additional and/or reduced work without a written request/consent. This additional and/or reduced Work must be recorded in writing on the initiative of the Contractor within five (5) working days of the occurrence thereof in the absence of which a claim in respect of additional work shall lapse. Within the same period the Client must also receive a specification of the financial and other consequences.
- 28.7 If in view of the nature of the Work the price of the additional and/or reduced work cannot, in the opinion of the Contractor and with the concurrence of the Client or Management, be stated within the time limit referred to in article 28.3, the price after completion of the additional and/or reduced work shall be determined by the parties by mutual agreement.
- 28.8 If the Contractor sees opportunities to perform the activities more efficiently, more cost effectively and/or more quickly, it shall inform the Client thereof by means of a change proposal. The more diligent party shall then draw up a change proposal with regard to the expected 'value engineering', including the anticipated savings and/or time savings, as well as a proposal for the distribution of these benefits. A proposal for 'value engineering' shall only be carried out by the Contractor if the Client has given a written instruction to that end. The Client shall be entitled to refuse the proposal without stating reasons. By mutual consultation, a reasonable reimbursement of administrative costs may be an option.
- 28.9 Aspects of the Work not specified in the Agreement that are necessary for the correct, safe and efficient use and/or functioning of the Work and for compliance with the Contractor's guarantees shall be deemed to form part of the Agreement and shall be supplied and/or performed by the Contractor at no extra cost to the Client, unless otherwise stated in the Agreement.
- 28.10 Additional and/or reduced work shall be charged at the unit prices and surcharge rates contained in the Agreement.

- 28.11 Additional work shall be charged for by additional payment with the contract price and reduced work by deduction from the contract price.
- 28.12 Charging referred to in the preceding paragraphs shall in principle take place upon final settlement of the Work, i.e. the last invoice, unless agreed otherwise.
- 28.13 The costs of drawing up the specifications referred to in this article shall not be reimbursed.

29 Performance and acceptance of Services & additional guarantees

- 29.1 The Contractor shall guarantee that the services are suitable for the intended purpose and are carried out: (a) entirely in accordance with the specifications; (b) properly and professionally, with all the skill and care expected and required of professional, competent and experienced service providers providing comparable services; and (c) by sufficiently qualified employees. This guarantee shall remain valid for the period specified in Article 16.
- 29.2 Electrotechnical work shall be carried out by the Contractor exclusively on installations and/or machines secured for that purpose by the Client on the instructions of an Employee of the Client authorised for that purpose. The Contractor's Employees who carry out this work must at least have been instructed with regard to NEN 3140 and/or NEN 3840. In doing so, the intervals for the compulsory periodic follow-up training must have been observed. They must also be in possession of a written instruction (declaration of competence) from their employer (Contractor). The Contractor shall comply with USG's Electrotechnical Operating Regulations (Elektrotechnische Bedrijfsvoeringsvoorschriften van USG). These shall be made available to the Contractor by the Client.
- 29.3 All permits necessary for the performance of the Agreement shall be supplied, unless the permit can only be applied for by the Client.
- 29.4 If the Contractor's specific knowledge, skill and good workmanship are incompatible with a certain part of the Work and/or the instructions given by the Client, the Contractor shall immediately notify the Client thereof in writing, stating its reasons, and the parties shall then discuss a solution.
- 29.5 The Contractor shall instruct the Client in a timely and adequate manner about the way in which the Client is to make use of the Services.
- 29.6 The Services shall only be accepted by written confirmation to that effect from the Client pursuant to Article 45 of the Agreement.
- 29.7 Where the Services are performed against payment for hours worked and costs incurred, the Contractor shall keep records of all costs, expenses and hours worked and shall allow the Client to inspect them.
- 29.8 The Contractor shall guarantee that it meets the requirements laid down in standard NEN 4400-1 and/or the requirements laid down in standard NEN 4400-2 and is included in the register of the Stichting Normering Arbeid (SNA) (Labour Standards Association), or can demonstrate by means of an auditor's report that it meets the requirements set by the SNA.
- 29.9 The Contractor shall ensure that its work processes are and remain fully safeguarded in accordance with the requirements of the NEN-EN-ISO standard 14001, latest revision.
- 29.10 If there is engineering, delivery, construction and/or assembly of materials, machines and/or installations, the EN 1090-1 (General technical conditions) – supplementary – shall also apply.

30 Transfer of ownership

- 30.1 In the event of the supply of Services for which a (partial) payment has been made, ownership of the materials and parts, but not the risk, shall pass to the Client on commencement of the Work, as a result of which the Contractor or a third party with which the items are located shall hold the items for the Client. The risk shall remain with the Contractor until the moment of delivery of the entire Work or part of the Work of which the Contractor's materials/components form part.
- 30.2 The Contractor shall guarantee that ownership is complete and without retention of title and that third parties shall have no claims in respect of the materials or components.
- 30.3 The Contractor shall mark the materials and components intended for the Work as belonging to the Client and shall store, manage and monitor them in an identifiable manner.
- 30.4 If the Client so wishes, the Contractor shall issue declarations of ownership.

31 Management

- 31.1 The Client shall be entitled to designate one or more persons to act as the Management or to assist the Management or to replace persons designated as such by others, and shall notify the Contractor thereof and of any changes thereto in writing.
- 31.2 In cases where these Purchasing Conditions expressly refer to the Client, only the Client shall be authorised.
- 31.3 Persons designated to assist the Management shall only commit the Management if this is notified in writing to the Contractor.
- 31.4 The Management shall be authorised to stipulate that activities to be designated by it may not be performed except in the presence of the Management or persons designated by it.
- 31.5 If a Management has been appointed, then wherever "Client or Management" is stated in this Agreement, only the Management is to be read.

32 Authorised representative of the Contractor

- 32.1 If and insofar as the Contractor is not present in person at the location of the Work during the performance of the Work, it must be represented by an authorised representative who represents and commits the Contractor in all matters relating to the Work.

- 32.2 Before commencing the Work, the Contractor must provide written notification of who will act as the authorised representative referred to in paragraph 1. The Contractor shall immediately notify the Client in writing of any change or withdrawal of the authorisation.

33 Coordination and schedule

- 33.1 The Client or the Management shall be authorised to bind the performance of the Work to (i) rules relating to the coordination thereof and (ii) rules relating to the schedule for the Work as referred to below.
- 33.2 The Contractor shall submit a schedule to the Client or the Management for approval within fifteen (15) Working Days after the date of conclusion of the Purchase Order.
- 33.3 The Client or the Management shall be authorised to order an interim change in the schedule in connection with the coordination of the Work. Financial consequences may reasonably be submitted as additional work.
- 33.4 The Client or the Management shall hold discussions with the Contractor concerning the state of engineering, performance from a qualitative and quantitative perspective, safety aspects, state of supply of materials, changes, scope of work, etc. Reporting shall be arranged by the Contractor and signed by the Client "for approval".

34 Change of delivery time

- 34.1 The delivery time may be changed by the Client, either of its own accord or at the written request of the Contractor.
- 34.2 A request must be submitted by the Contractor to the Client without delay, stating its reasons, and at the latest within ten (10) working days after the reason for the request has arisen, or the Contractor could have become aware of the cause in all reasonableness.
- 34.3 Before changing the delivery time, the parties shall discuss any financial consequences thereof and shall draw up a further arrangement in that respect in writing.

35 Equipment

- 35.1 Unless otherwise stipulated in the Agreement, the Contractor shall be responsible for providing the necessary (auxiliary) equipment such as tools, etc. required by the Contractor or its Employees for the performance of the Work.
- 35.2 The Contractor shall guarantee that the (auxiliary) equipment used by it or its Employees or Temporary Agency Workers is of good quality, suitable for the performance of the Work and complies with the legislation and regulations. If applicable, the (auxiliary) equipment must be provided with a valid approval/inspection certificate/inspection sticker issued by a competent authority.
- 35.3 If aids are made available by or on behalf of the Client in accordance with the Agreement or at the Client's discretion, this shall take place without any guarantee.
- 35.4 As long as the equipment has not been returned to the Client, the Contractor shall bear the risk of the Client's equipment until completion of the Work. Equipment owned by the Client shall be inspected by the Contractor upon acceptance. The Contractor shall inform the Client or the Management immediately of any defects. In the absence of such notification, the equipment shall be deemed to have been accepted by the Contractor in good condition. Higher costs as a result of failure to notify defects shall be at the Contractor's expense if and insofar as the Contractor should reasonably have noticed these defects. The loading and transport costs from the point of availability shall be borne by the Contractor.
- 35.5 All the Client's equipment must be used and maintained properly by the Contractor. As long as the Client's equipment is under the Contractor's control, the Contractor shall bear the risk of damage or loss and must arrange for repair or replacement. The Contractor shall insure this risk at its own expense.
- 35.6 All the Client's equipment shall be returned to the Client in the same condition upon delivery or completion or at the Client's first request.
- 35.7 Changes to or deviations from the aids made available to the Contractor by the Client shall only be permitted following prior written approval from the Client.
- 35.8 The Contractor must use the equipment made available to it by the Client exclusively for the performance of the Work, unless the Client has given prior written permission for use for other purposes.

36 Materials/Components

- 36.1 The materials and components for the Services or the Work must be new and unused, of good quality, suitable for their intended applications and must meet the requirements set out in the Agreement and be present in good time.
- 36.2 The delivery of materials shall take place in appropriate packaging in accordance with the required form of transport, processing and storage thereof. The prices stated in the Agreement shall include these packaging costs. Costly and reusable packaging shall be taken back by the Contractor, without any deposit, rental charge or wear and tear costs being charged to the Client.
- 36.3 Where the manufacture of the materials and components to be supplied is not prescribed in the Agreement, the Contractor shall consult with the Client as soon as possible on the choice thereof, without prejudice to the Contractor's own responsibility in the matter.
- 36.4 The Contractor shall be obliged to provide the Client, if desired, with a copy of the Purchase Orders placed by it without stating a price.
- 36.5 Direct delivery to the Client of materials and/or components for or in connection with the Services or the Work shall take place DDP, unloaded on the site of the Work, in accordance with "Incoterms latest version".
- 36.6 The Contractor shall take into account delivery times for the materials to be made available by the Client.

37 Staff

- 37.1 The Contractor must at all times deploy sufficient and skilled Employees for the performance of the Work and instruct these Employees effectively and demonstrably on the applicable (construction site) rules. At the Client's request or if provided for in the Agreement, the Contractor must demonstrate the required professional competence by means of certificates.
- 37.2 In the event of contracting work, where the Contractor is not present in person at the location of the Work, the Contractor must ensure that during the Work to be performed by it, an authorised representative of the Contractor is always present at the construction site who actually supervises the Employees to be deployed by the Contractor and who is fluent in Dutch, German or English.

38 Obligations relating to the Contractor's Employees

- 38.1 The Contractor shall comply with the following obligations:
- the Contractor shall comply with the Wet Arbeid Vreemdelingen (Aliens Employment Act), the Vreemdelingenwet (Aliens Act), the Wet allocatie arbeidskrachten door intermediairs (Posting of Workers by Intermediaries Act), the Wet Aanpak Schijnconstructies (WAS) (Act on Combating Sham Arrangements), the Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie (Terms of Employment Posted Workers in the European Union Act) and the Wet deregulering beoordeling arbeidsrelaties naleven (Employment Relationships Deregulation Act);
 - the Contractor shall lay down the agreements with Employees in writing;
 - if so requested, the Contractor shall grant the Client, an independent expert to be engaged by the Client, supervisory authorities and/or competent bodies access to the agreements with Employees and shall cooperate in controls, audits and wage validations. The costs arising therefrom shall be borne by the Client. If shortcomings are found, the costs of this investigation shall be borne in full by the Contractor;
 - the Contractor shall have a recent extract from the Trade Register at the Chamber of Commerce. The Contractor shall provide a copy thereof prior to commencement of the Work;
 - before commencing the activities, the Contractor shall indicate which Collective Labour Agreement applies and, at the Client's request, provide payslips for inspection, as well as comply with the relevant applicable Collective Labour Agreement;
 - the Contractor must pay Employees the minimum wage or the wage agreed in a Collective Labour Agreement and must comply with the Wet op het Minimumloon (Minimum Wage Act);
 - the Contractor shall strictly fulfil its obligations towards Employees;
 - the Contractor shall keep a payroll administration in accordance with the applicable Wet op de loonbelasting (Wages and Salaries Tax Act 1964), the Invoeringswet 1990 (Collection of State Taxes Act 1990), the Zorgverzekeringswet (Healthcare Insurance Act) and the Wet Financiering Sociale Verzekeringen (Social Insurance (Funding) Act);
 - if an Employee qualifies as self-employed without personnel ("zzp'er"), the Contractor shall enter into an agreement with such self-employed person in accordance with a model agreement approved by the Tax Administration. The Contractor shall be responsible for ensuring that the self-employed person performs the activities in accordance with the Agreement;
 - before commencing the Work, the Contractor shall provide the Client with any quality mark or certificate, such as the SNA quality mark, NEN 4001-01 or VCA (Safety, Health and Environment (SHE) Checklist for Contractors – SCC) certificate, which may be relevant and valid for the Work.
 - the Contractor shall explain the obligations referred to in this article to its Subcontractors and shall stipulate that any Subcontractors include these provisions in all agreements with their Subcontractors.
- 38.2 The Contractor shall indemnify the Client against any fines and/or punitive measures imposed on the Client and/or third parties as a result of the acts and/or omissions of the Contractor and/or (subsequent) Subcontractors in violation of the Wet arbeid vreemdelingen (Aliens Employment Act), the Vreemdelingenwet (Aliens Act) and the Wet allocatie arbeidskrachten (Posting of Workers Act).
- 38.3 The Contractor shall indemnify the Client against claims by Employees pursuant to the applicable legislation and regulations and/or Collective Labour Agreement and fines in connection with non-compliance with the applicable legislation and regulations and/or Collective Labour Agreement, which shall also include claims by Employees in the context of the Wet Aanpak Schijnconstructies (WAS) (Act on Combating Sham Arrangements).

39 Identification and Aliens Employment Act

- 39.1 The Contractor shall guarantee, if and for as long as it appoints an Employee (not a Temporary Agency Worker) who is a foreign national for the performance of the Work or if and for as long as it hires out a Temporary Agency Worker who is a foreign national to the Client, that:
- a) the foreign national has a legally valid work permit that allows the Contractor to have (part of) the Work performed by the foreign national and that this work permit is and will continue to be in accordance with the Wet arbeid vreemdelingen (Aliens Employment Act);
 - b) the foreign national has a valid identity document within the meaning of the Wet op de identificatieplicht (Identification Requirement Act) and that the foreign national will show this to the Client at its first request.
- 39.2 Before the foreign national, who is a Temporary Agency Worker, commences the actual activities at the Client for the first time, or a foreign national, who is not a Temporary Agency Worker, commences the activities in connection with the Work, the Contractor shall provide the Client with a paper and/or electronic copy of the permit and of the foreign national's identity document. If these documents change in the interim, the Contractor shall immediately provide the Client with a copy of the changed document. If a document ceases to be valid in the interim, the Contractor shall immediately inform the Client thereof verbally and in writing.
- 39.3 The Contractor guarantees that it shall no longer deploy the foreign national at the Client (if a Temporary Agency Worker)/shall no longer deploy the foreign national for the performance of the Work (if not a Temporary Agency Worker) as soon as one of the documents as referred to in this article is not (or is no longer) valid.
- 39.4 The Client shall be entitled:
- a) to keep (copies of) the documents provided by the Contractor in a manner and for a period to be determined by the Client, in order to be able at all times to meet the retention and identification requirement prescribed in the Wet arbeid vreemdelingen (Aliens Employment Act);
 - b) to check before, during and after the work whether these documents are valid and complete and relate to the Employees present, either by itself or by the third parties designated by the Client for this purpose;
 - c) to provide (copies of) these documents on first request to the official authorised to do so by or pursuant to the law.

- 39.5 If the provisions of this article are not complied with, the Client shall be entitled to immediately deny the foreign national access to the company premises or to remove them from the company premises. In that case the Client shall not be obliged to compensate the Contractor for any costs or loss or damage.
- 39.6 The Contractor shall be liable for all direct and/or indirect loss or damage suffered by the Client as a result of failure to fulfil the obligations referred to in this article, or failure to do so fully or on time. Loss or damage shall also include any fines imposed by the labour inspectorate or other competent bodies and/or costs reasonably incurred by the Client, including the costs of legal assistance.
- 39.7 In the event of breach of or non-compliance with the provisions of this article, the Client shall be entitled to impose an immediately payable fine on the Contractor of EUR 15,000 for each event and also EUR 5,000 for each day that the Contractor and/or the foreign national is in breach, without prejudice to the right to claim additional compensation or performance.

40 Hiring of workers

- 40.1 The Contractor shall not be authorised to deploy hired workers for the performance of the Work, unless the Client has given its prior written approval. The Client may attach conditions to the granting of approval.
- 40.2 Hiring as referred to in the first paragraph of this article shall not affect the Contractor's responsibility and liability for the work performed by the hired workers and for the performance of the Agreement.
- 40.3 In the event of hiring as referred to in the first paragraph of this article, the Contractor must comply with the administrative obligations as referred to in Section 34(3) in conjunction with (6), of the Invorderingswet 1990 (Collection of State Taxes Act 1990), so that it is indemnified against liability within the framework of the hirer's liability as referred to in Section 34 of the Invorderingswet 1990.
- 40.4 When deploying hired workers, the Contractor guarantees that these Purchasing Conditions shall be declared applicable to the written agreement with the hirer. The Contractor shall then assume the legal position of the Client and the hirer the legal position of the Contractor.
- 40.5 When the Contractor hires workers (other than self-employed persons) who are deployed for the execution of the Work or are seconded to the Client, hiring (directly or indirectly) shall only take place from a third party that holds an SNA quality mark and therefore complies with the NEN 4400-1 or NEN 4400-2 standard.

41 Reporting on the Services or Work

- 41.1 The Contractor shall report on the progress of the Services or Work to the Management on a daily or weekly basis, in line with the Management's wishes, in accordance with the applicable instructions.

42 Quality Assurance system

- 42.1 The Contractor shall ensure that its work processes are and remain fully secured in accordance with the requirements of the NEN-EN-ISO standard 9001, latest revision.
- 42.2 The Client shall at all times be entitled to carry out "audits" and/or a "quantity survey" on all aspects relating to the Services or Work (or have them carried out) and the Contractor shall cooperate to the fullest extent and be present for this.
- 42.3 If an audit and/or quantity survey reveals differences between the quantities charged by the Contractor and the quantities actually required/delivered by the Contractor for the Work, the Client shall be entitled to reclaim the costs arising from this difference from the Contractor or to offset them against the price as stated in the Agreement. In such cases, the Client shall inform the Contractor at the earliest possible stage of the differences found and the Contractor shall be given the opportunity to carry out a counter-evaluation at its own expense.
- 42.4 Quantity surveys may be carried out as representative samples, whereby differences found will give rise to setoff of these differences over all quantities charged during the Work.

43 Advance compensation

- 43.1 In the event of exceeding a term for delivery or completion mentioned in the Agreement, which is at the expense and risk of the Contractor, the Client shall be entitled, without any notice of default being required, to payment by the Contractor of advance compensation in the amount of 1% of the price/contract price subject to a minimum of €1,500 for each day by which the delivery time is exceeded. In addition, the Client shall retain in full its claims to compensation under civil law for the loss or damage suffered by it, offset, however, against the advance payment.

44 Discount

- 44.1 If the Contractor is in default, other than exceeding the delivery or completion period, the Client may give written notice of a discount in the event that the Contractor fails to fulfil its obligations within twenty (20) working days of this notice at the latest. The amount of the discount shall be determined on the basis of the severity of the default and the amount of the contract price.
- 44.2 If the Contractor has not submitted its objections to the notified discount to the Client in writing within eight (8) working days, stating the reasons, the Contractor shall be deemed to have acknowledged the correctness of the notified discount.
- 44.3 A discount shall be deducted by the Client from its next payment to the Contractor, or otherwise recovered from the Contractor. A discount does not affect the Client's other rights with respect to a failure on the part of the Contractor, such as the right to compensation and the right to performance.

45 Acceptance

- 45.1 Where these Purchasing Conditions refer to the (partial) delivery or completion of Services as the reference date, this article shall apply.
- 45.2 Inspection of the completed Services or Work will be performed at the written request of the Contractor. The Contractor shall indicate on what day the Services or Work will be completed. The Client shall inspect the Services or Work as soon as possible after that day.

- 45.3 The inspection shall be carried out by the Client or one or more authorised representatives. The Client may require that the Contractor or its authorised representative be present during the inspection. The Contractor will cooperate to the fullest extent. Materials and parts showing deviations must be stored separately. The nature of the deviation must be notified immediately to the Client.
- 45.4 In the event of rejection of (part of) the Services or Work, the Contractor shall draw up a report stating the defects/shortcomings and – following written approval of the report by the Client – this report shall serve as the basis for rectifying the defects/shortcomings.
- 45.5 In case of approval, a delivery report shall be drawn up stating any defects/shortcomings. If there are defects/shortcomings, approval shall be subject to rectification. The report shall be signed by both parties. Minor defects which, in the Client's opinion, do not prevent or impede the proper and safe use of the installation to be accepted, shall not prevent acceptance. The Contractor shall nevertheless be obliged to repair the defects referred to therein in consultation with the Client or the Management as soon as possible under penalty of suspension of payment.
- 45.6 The Services or Work shall be deemed to have been accepted at the time the Services or Work:
- 1) has been made available to the Client;
 - 2) has been inspected by the Client; and
 - 3) has been approved by the Client as evidenced by a delivery report signed by the Parties.
- There may also be partial acceptance; part of the Services or Work shall be made available and approved. If the Client rejects the Services or Work or parts thereof, it shall notify the Contractor in writing of the reasons for rejection.
- 45.7 Within thirty (30) working days of the day mentioned in the request referred to in Article 45.2, the Client shall inform the Contractor in writing whether or not the Services or Work has been accepted, in the latter case stating the defects that constitute the reasons for rejection of the Services or Work. If the number, nature and scope of the defects are so substantial that the Client cannot reasonably be expected to make such a statement, it shall only provide a brief overview of those defects. If the Services or Work are accepted, the actual date of acceptance shall be deemed to be the day mentioned in the request referred to in Article 45.2.
- 45.8 If the Contractor has not received a written notification as referred to in Article 45.7 within thirty (30) working days after the day mentioned in the request referred to in Article 45.2, it shall make a further request to the Client by letter to accept the Services or Work.
- 45.9 If the Client does not inform the Contractor in writing, within ten (10) working days after the date of sending the letter referred to in Article 45.8, of whether or not the Work has been accepted, the Services or Work shall be deemed to have been accepted. In that case the date referred to in Article 45.2 shall become the actual date of acceptance.
- 45.10 The Contractor must immediately rectify, at its own expense, any defects identified during the delivery, either by repair or replacement. Rejected items which are on the Client's premises shall be removed immediately by the Contractor or at its expense.
- 45.11 Re-inspection after rejection of the Services or Work or parts thereof shall take place in accordance with the preceding paragraphs of this article.
- 45.12 In the event of rejection, the Client shall be entitled to suspend its payment obligation(s).
- 45.13 Following acceptance, the Contractor shall be liable for (all) defects not discovered during acceptance, unless the defects cannot be attributed to the Contractor.
- 45.14 Approval, inspection and/or repair after rejection of the Services or Work shall not release the Contractor from any guarantee, obligation or liability.
- 45.15 The entire Work shall be at the Contractor's risk up to and including the day of acceptance. Upon acceptance, the risk in respect of the Work shall pass from the Contractor to the Client. In the event of partial acceptance, only the risk in respect of the accepted part of the Work shall be transferred to the Client. Partial acceptance shall only take place following written approval by the Client.

VI. PROVISIONS CONCERNING THE CONTRACTING OF WORK

46 Applicability of Section VI

- 46.1 The conditions in this section shall apply if the agreement as referred to in article 3.3 is to be regarded (also) as an agreement for the contracting of work as referred to in article 7:750 of the Burgerlijk Wetboek (Dutch Civil Code). Insofar as the provisions in this section do not explicitly conflict with the provisions in article 1 up to and including Article 45 of the Purchasing Conditions, these provisions shall apply in parallel. In the event of conflict between the provisions in this section and the provisions in article 1 up to and including article 45 of the Purchasing Conditions, the provisions in this section shall take precedence.

47 General

- 47.1 The Contractor shall perform the Work in accordance with the requirements of efficient and appropriate work, using its specific knowledge, skills and good workmanship, with due observance of the instructions given by the Client and in accordance with the Agreement. The Work must exhibit the characteristics necessary for the purpose for which the Work is intended and described by the Client, with the exception of those properties inherent to the nature of the delivered Work.
- 47.2 The Contractor shall be obliged to comply with the provisions of the Collective Labour Agreement applicable to the Work.
- 47.3 Where two or more Contractors have jointly accepted a Work, they will each be jointly and severally liable to the Client for the fulfilment of all obligations arising from the Agreement(s).
- 47.4 At the Client's request, the Contractors shall each appoint their own authorised representative or jointly appoint a single authorised representative. This is at the Client's discretion. Each authorised representative shall be deemed to jointly bind all Contractors, without any restriction or exception.
- 47.5 The Contractor shall only be authorised to outsource (part of) the Agreement to a Subcontractor or other third party with the Client's prior written approval.
- 47.6 In the event that (a part of) the Work is outsourced that can be considered to fall within the Contractor's own discipline, this shall at all times require as a minimum the presence of a SPOC with a permanent employment contract. This provision shall also apply to each individual Subcontractor.
- 47.7 In the event of outsourcing, the Contractor shall remain responsible and liable for the work performed by Subcontractors and Employees and for the performance of the Agreement.
- 47.8 The Contractor shall ensure that all relevant obligations under the Agreement are passed on in full to the third party by means of a written agreement.
- 47.9 Except with the Client's explicit written permission, Subcontractors shall not be permitted to outsource (part of) the assignment to other Subcontractors or other third parties, or to hire staff. The Contractor shall ensure that this is laid down in the agreements with Subcontractors.

48 Changes/Additional and reduced Work

- 48.1 The Client shall at all times be authorised to request additional and/or reduced Work.
- 48.2 The Contractor shall only be authorised to refuse to carry out additional and/or reduced Work if:
- the activities exceed the Contractor's capacities, or;
 - the modification endangers the project or persons, or;
 - this results in an unacceptable disruption in the performance of the Work according to the standards of reasonableness and fairness.
- 48.3 The Contractor shall provide the Client with a specification of the financial and/or other consequences such as those for the completion date of the additional and/or reduced Work within five (5) working days of the request, unless otherwise agreed in writing. If the Contractor does not submit this specification to the Client within the agreed time limit, its right to additional costs and/or postponement of the delivery or completion date and/or agreed milestones shall lapse. If the Client does not agree with the consequences of the additional and/or reduced Work, the Client may withdraw the request for carrying out the additional and/or reduced work without any consequences. If the Client agrees with the consequences, it shall confirm this once again in writing. Only after this confirmation shall the Contractor carry out the requested additional and/or reduced Work.
- 48.4 The Contractor may also submit a request for additional and/or reduced Work to the Client. The Contractor shall not be permitted to carry out additional and/or reduced Work itself without the Client's written permission. The Contractor's request must specify what the change entails, how it wishes to implement it and what the financial and other consequences are.
- 48.5 The Contractor shall only be able to claim the financial and/or other consequences such as a postponement of the delivery or completion date and/or agreed milestones if the additional work and/or another change and the consequences thereof have been approved in writing by the Client. Unless otherwise agreed in writing, the setoff of reduced work shall be determined by mutual agreement.
- 48.6 Only in the event of emergencies shall the Contractor be authorised, following verbal consent from the Client, to carry out additional and/or reduced work without a written request/consent. This additional and/or reduced work must be recorded in writing on the initiative of the Contractor within five (5) working days of the occurrence thereof in the absence of which a claim in respect of additional work shall lapse. Within the same period the Client must also receive a specification of the financial and other consequences.
- 48.7 If in view of the nature of the Work the price of the additional and/or reduced work cannot, in the opinion of the Contractor and with the concurrence of the Client or Management, be stated within the time limit referred to in article 48.3, the price after completion of the additional and/or reduced work shall be determined by the parties by mutual agreement.
- 48.8 If the Contractor sees opportunities to perform the activities more efficiently, more cost effectively and/or more quickly, it shall inform the Client thereof by means of a change proposal. The more diligent party shall then draw up a change proposal with regard to the expected 'value engineering', including the anticipated savings and/or time savings, as well as a proposal for the distribution of these

benefits. A proposal for 'value engineering' shall only be carried out by the Contractor if the Client has given a written instruction to that end. The Client shall be entitled to refuse the proposal without stating reasons. By mutual consultation, a reasonable reimbursement of administrative costs may be an option.

- 48.9 Aspects of the Work not specified in the Agreement that are necessary for the correct, safe and efficient use and/or functioning of the Work and for compliance with the Contractor's guarantees shall be deemed to form part of the Agreement and shall be supplied and/or performed by the Contractor at no extra cost to the Client, unless otherwise stated in the Agreement.
- 48.10 Additional and/or reduced work shall be charged at the unit prices and surcharge rates contained in the Agreement.
- 48.11 Additional work shall be charged for by additional payment with the contract price and reduced work by deduction from the contract price.
- 48.12 Charging referred to in the preceding paragraphs shall in principle take place upon final settlement of the Work, i.e. the last invoice, unless agreed otherwise.
- 48.13 The costs of drawing up the specifications referred to in this article shall not be reimbursed.

49 Inspection/testing of work

- 49.1 The Client shall be entitled to inspect or test (part of) the Work or to have them inspected or tested. An inspection or test shall take place on the instructions of the government or at the Client's request. The Contractor or its authorised representative shall be entitled to attend the inspection/testing.
- 49.2 The Contractor shall carefully control and monitor the quality of the Work and the progress of the manufacture and delivery. The Contractor shall ensure that the Client and the Management have the opportunity to inspect or test (or arrange for the inspection or testing of) (part of) the Work. The Contractor shall fully cooperate to this end within reasonable limits as requested by the Client. Any reduction in value and/or loss of the materials and/or parts used for the testing shall not be reimbursed by the Client.
- 49.3 Materials and/or parts, whether or not processed or assembled for the purposes of the Work, shall be tested or provided with quality certificates and/or test certificates. A test report shall be drawn up recording the test results and other relevant data. This report shall be signed by the Contractor and the Client or the Management. Before the materials and parts are presented to the Client for testing, they shall have been checked by the Contractor, Subcontractors or suppliers, respectively. Materials and parts showing deviations must be stored separately. The nature of the deviation must be notified immediately to the Client.
- 49.4 The parties shall each bear their own costs of inspection or testing. In the event of rejection, the costs shall be payable in full by the Contractor.
- 49.5 In the event of rejection of (part of) the Work, the Client shall inform the Contractor thereof immediately. The Contractor shall immediately repair or replace rejected Goods or parts of the Work at its own risk and expense. Rejected Goods which are on the Client's premises shall be removed immediately by the Contractor or at its expense.
- 49.6 The Contractor shall be authorised to demand retesting of items or parts of the Work rejected by the Client at the expense of the party to be found in the wrong. The parties shall designate an authority or officer for this purpose. The results of the retesting shall be binding on both parties.
- 49.7 In the event of suspicion of faulty Work, the Client shall at all times be entitled to demand additional inspections and tests from the Contractor at the expense of the party found to be in the wrong, in addition to the agreed inspections and tests.
- 49.8 Inspections and/or tests shall not release the Contractor from any obligation, guarantee or liability under the Agreement.

50 Uniforme Administratieve Voorwaarden (Uniform Administrative Conditions)

- 50.1 The Uniforme Administratieve Voorwaarden voor de uitvoering van werken en van technische installatiewerken 2012 (UAV 2012) (Uniform Administrative Conditions for the Execution of Works and Technical Installation Works 2012), or at least the applicable version of the UAV, or comparable conditions shall only apply if and insofar as their application has been expressly laid down in the Agreement.
- 50.2 If the UAV 2012, or at least the valid version of the UAV, is applicable, the EER 6.1-1.1 (Administrative Conditions Civil Engineering) – supplementary – shall also apply.

51 Warning obligation of the Contractor

- 51.1 Before commencing the performance of the Work, the Contractor must investigate and warn the Client of any unsuitability of the situation found upon commencement, including unsuitability of the subsoil and other works and items not originating from the Contractor to which or in which the materials forming part of the Work must be applied or processed.
- 51.2 Any unsuitability of the situation that is found after commencement of the performance of the Work and that the Contractor could reasonably have been expected to recognise shall be at the expense and risk of the Contractor.

52 CAR Insurance

- 52.1 For the duration of the Work, the Client shall ensure that Construction All Risks ("CAR") insurance is taken out. This insurance shall cover: (i) loss of or damage to the Work up to the amount specified in the Agreement, and (ii) damage to existing property and installations belonging to the Client or the Contractor. The aforementioned loss or damage shall be covered per occurrence up to a combined amount as stated in the Agreement.
- 52.2 The Contractor and Subcontractors shall be co-insured under the above-mentioned CAR insurance (with the exception of Section II), however with due observance of own liability for the deductible as specified in the Agreement. Settlement shall therefore be at the expense and risk of the Contractor and Subcontractors. The Contractor and/or Subcontractor shall be responsible for adequately insuring the loss or damage at its/their expense that is not covered by the CAR insurance taken out by the Client.
- 52.3 This article shall apply in addition to the provisions of Article 18 of these Purchasing Conditions.

53 Timing of activities & schedule

- 53.1 The Work shall commence at the times indicated in the Agreement and shall proceed according to the schedule established in the Agreement or forming part of the Agreement. The time limits contained in the schedule shall be final deadlines for the Contractor.
- 53.2 The Contractor guarantees, by means of suitable and sufficient Employees and equipment, that the Work shall progress according to schedule.
- 53.3 If the Contractor knows or expects that it will not be possible to perform the Work properly or on time, it shall immediately notify the Client thereof, stating the reasons.
- 53.4 The working hours shall be laid down in the Agreement.

54 Safety and H&S plan

- 54.1 Unless otherwise stipulated in the Agreement, the Contractor must be in possession of a VCA*/** (SCC*/**) certificate and Employees must at least be in possession of a B-VCA (B-SCC). If the Contractor does not have a VCA*/** (SCC*/**) certificate, it must demonstrate that its operational management is equivalent to a VCA* (SCC*) certified safety management system.
- 54.2 Insofar as this can reasonably be demanded of it, the Contractor shall be responsible for the working conditions, including safety on the work site.
- 54.3 If there exists an H&S plan within the meaning of article 2.28 of the Arbeidsomstandighedenbesluit (Working Conditions Decree), then the Contractor will comply with the provisions and regulations in that H&S plan. The Contractor will also comply with the Arbeidsomstandighedenwet (Working Conditions Act), the Arbeidsomstandigheden (Working Conditions Decree) and the Arbeidsomstandighedenregeling (Working Conditions Regulation) as well as the licensing regulations that are of relevance to the Work.
- 54.4 If the requirements of article 2.29 of the Arbeidsomstandighedenbesluit (Working Conditions Decree) are met, the Contractor shall appoint at least one H&S coordinator as referred to in that article for the execution phase. The Contractor shall ensure that the H&S coordinator for the execution phase meets all obligations imposed on him or her pursuant to the Arbeidsomstandighedenwet (Working Conditions Act), the Arbeidsomstandighedenbesluit (Working Conditions Decree) and the Arbeidsomstandighedenregeling (Working Conditions Regulations).
- 54.5 The Contractor shall draw up an H&S sub-plan relating to the work to be performed by it and this sub-plan shall form part of the Client's H&S plan. The H&S sub-plan must be in accordance with the H&S plan and must be submitted to the coordinator for the execution phase. The Contractor may not commence the Work until the H&S sub-plan has been approved by the coordinator for the execution phase.
- 54.6 The Contractor must report accidents and near-accidents to both the Client and the coordinator for the execution phase.
- 54.7 The Contractor shall cooperate in any internal investigation of accidents and the improvement of safety awareness.
- 54.8 The Contractor shall be obliged to follow the Client's safety regulations, such as, for example, wearing certain personal protective equipment on the construction site.

55 Performance and acceptance of Services & additional guarantees

- 55.1 The Contractor shall guarantee that the services are suitable for the intended purpose and are carried out: (a) entirely in accordance with the specifications; (b) properly and professionally, with all the skill and care expected and required of professional, competent and experienced service providers providing comparable services; and (c) by sufficiently qualified employees. This guarantee shall remain valid for the period specified in Article 16.
- 55.2 In the event of contracting work, the engineering must have been approved by the Management prior to the performance of the Work by the Contractor.
- 55.3 Electrotechnical work shall be carried out by the Contractor exclusively on installations and/or machines secured for that purpose by the Client on the instructions of an Employee of the Client authorised for that purpose. The Contractor's Employees who carry out this work must at least have been instructed with regard to NEN 3140 and/or NEN 3840. In doing so, the intervals for the compulsory periodic follow-up training must have been observed. They must also be in possession of a written instruction (declaration of competence) from their employer (Contractor). The Contractor shall comply with USG's Elektrotechnische Bedrijfsvoeringsvoorschriften (Electrotechnical Operating Regulations). These shall be made available to the Contractor by the Client.
- 55.4 All permits necessary for the performance of the Agreement shall be supplied, unless the permit can only be applied for by the Client.
- 55.5 If the Contractor's specific knowledge, skill and good workmanship are incompatible with a certain part of the Work and/or the instructions given by the Client, the Contractor shall immediately notify the Client thereof in writing, stating its reasons, and the parties shall then discuss a solution.
- 55.6 The Contractor shall instruct the Client in a timely and adequate manner about the way in which the Client is to make use of the Services.
- 55.7 The Services shall only be accepted by written confirmation to that effect from the Client pursuant to Article 71 of the Agreement.
- 55.8 Where the Services are performed against payment for hours worked and costs incurred, the Contractor shall keep records of all costs, expenses and hours worked and shall allow the Client to inspect them.
- 55.9 The Contractor shall guarantee that it meets the requirements laid down in standard NEN 4400-1 and/or the requirements laid down in standard NEN 4400-2 and is included in the register of the Stichting Normering Arbeid (SNA) (Labour Standards Association), or can demonstrate by means of an auditor's report that it meets the requirements set by the SNA.

- 55.10 The Contractor shall ensure that its work processes are and remain fully safeguarded in accordance with the requirements of the NEN-EN-ISO standard 14001, latest revision.
- 55.11 If there is engineering, delivery, construction and/or assembly of materials, machines and/or installations, the EN 1191 (General technical conditions) additionally shall also apply.

56 Transfer of ownership

- 56.1 In the event of contracting of work for which a (partial) payment has been made, ownership of the materials and components, but not the risk, shall pass to the Client on commencement of the Work, as a result of which the Contractor or a third party with which the items are located shall hold the items for the Client. The risk shall remain with the Contractor until the moment of delivery of the entire Work or part of the Work of which the Contractor's materials/components form part.
- 56.2 The Contractor shall guarantee that ownership is complete and without retention of title and that third parties shall have no claims in respect of the materials or components.
- 56.3 The Contractor shall mark the materials and components intended for the Work as belonging to the Client and shall store, manage and monitor them in an identifiable manner.
- 56.4 If the Client so wishes, the Contractor shall issue declarations of ownership.

57 Management

- 57.1 The Client shall be entitled to designate one or more persons to act as the Management or to assist the Management or to replace persons designated as such by others and shall notify the Contractor thereof and of any changes thereto in writing.
- 57.2 In cases where these Purchasing Conditions expressly refer to the Client, only the Client shall be authorised.
- 57.3 Persons designated to assist the Management shall only commit the Management if this is notified in writing to the Contractor.
- 57.4 The Management shall be authorised to stipulate that activities to be designated by it may not be performed except in the presence of the Management or persons designated by it.
- 57.5 If a Management has been appointed, then wherever "Client or Management" is stated in this Agreement, only the Management is to be read.

58 Authorised representative of the Contractor

- 58.1 If and insofar as the Contractor is not present in person at the location of the Work during the performance of the Work, it must be represented by an authorised representative who represents and commits the Contractor in all matters relating to the Work.
- 58.2 Before commencing the Work, the Contractor must provide written notification of who will act as the authorised representative referred to in paragraph 1. The Contractor shall immediately notify the Client in writing of any change or withdrawal of the authorisation.

59 Coordination and schedule

- 59.1 The Client or the Management shall be authorised to bind the performance of the Work to (i) rules relating to the coordination thereof and (ii) rules relating to the schedule for the Work as referred to below.
- 59.2 The Contractor shall submit a schedule to the Client or the Management for approval within fifteen (15) Working Days after the date of conclusion of the Agreement.
- 59.3 The Client or the Management shall be authorised to order an interim change in the schedule in connection with the coordination of the Work. Financial consequences may reasonably be submitted as additional work.
- 59.4 The Client or the Management shall hold discussions with the Contractor concerning the state of engineering, performance from a qualitative and quantitative perspective, safety aspects, state of supply of materials, changes, scope of work, etc. Reporting shall be arranged by the Contractor and signed by the Client "for approval".

60 Change of delivery time

- 60.1 The delivery time may be changed by the Client, either of its own accord or at the written request of the Contractor.
- 60.2 A request must be submitted by the Contractor to the Client without delay, stating its reasons, and at the latest within ten (10) working days after the reason for the request has arisen, or the Contractor could have become aware of the cause in all reasonableness.
- 60.3 Before changing the delivery time, the parties shall discuss any financial consequences thereof and shall draw up a further arrangement in that respect in writing.

61 Equipment

- 61.1 Unless otherwise stipulated in the Agreement, the Contractor shall be responsible for providing the necessary (auxiliary) equipment such as tools, etc. required by the Contractor or its Employees for the performance of the Work.
- 61.2 The Contractor shall guarantee that the (auxiliary) equipment used by it or its Employees or Temporary Agency Workers is of good quality, suitable for the performance of the Work and complies with the legislation and regulations. If applicable, the (auxiliary) equipment must be provided with a valid approval/inspection certificate/inspection sticker issued by a competent authority.
- 61.3 If aids are made available by or on behalf of the Client in accordance with the Agreement or at the Client's discretion, this shall take place without any guarantee.

- 61.4 As long as the equipment has not been returned to the Client, the Contractor shall bear the risk of the Client's equipment until completion of the Work. Equipment owned by the Client shall be inspected by the Contractor upon acceptance. The Contractor shall inform the Client or the Management immediately of any defects. In the absence of such notification, the equipment shall be deemed to have been accepted by the Contractor in good condition. Higher costs as a result of failure to notify defects shall be at the Contractor's expense if and insofar as the Contractor should reasonably have noticed these defects. The loading and transport costs from the point of availability shall be borne by the Contractor.
- 61.5 All the Client's equipment must be used and maintained properly by the Contractor. As long as the Client's equipment is under the Contractor's control, the Contractor shall bear the risk of damage or loss and must arrange for repair or replacement. The Contractor shall insure this risk at its own expense.
- 61.6 All the Client's equipment shall be returned to the Client in the same condition upon delivery or completion or at the Client's first request.
- 61.7 Changes to or deviations from the aids made available to the Contractor by the Client shall only be permitted following prior written approval from the Client.
- 61.8 The Contractor must use the equipment made available to it by the Client exclusively for the performance of the Work, unless the Client has given prior written permission for use for other purposes.

62 Materials/Components

- 62.1 The materials and components for the Services or the Work must be new and unused, of good quality, suitable for their intended applications and must meet the requirements set out in the Agreement and be present in good time.
- 62.2 The delivery of materials shall take place in appropriate packaging in accordance with the required form of transport, processing and storage thereof. The prices stated in the Agreement shall include these packaging costs. Costly and reusable packaging shall be taken back by the Contractor, without any deposit, rental charge or wear and tear costs being charged to the Client.
- 62.3 Where the manufacture of the materials and components to be supplied is not prescribed in the Agreement, the Contractor shall consult with the Client as soon as possible on the choice thereof, without prejudice to the Contractor's own responsibility in the matter.
- 62.4 The Contractor shall be obliged to provide the Client, if desired, with a copy of the Purchase Orders placed by it without stating a price.
- 62.5 Direct delivery to the Client of materials and/or components for or in connection with the Services or the Work shall take place DDP, unloaded on the site of the Work, in accordance with "Incoterms latest version".
- 62.6 The Contractor shall take into account delivery times for the materials to be made available by the Client.

63 Staff

- 63.1 The Contractor must at all times deploy sufficient and skilled Employees for the performance of the Work and instruct these Employees effectively and demonstrably on the applicable (construction site) rules. At the Client's request or if provided for in the Agreement, the Contractor must demonstrate the required professional competence by means of certificates.
- 63.2 In the event of contracting work, where the Contractor is not present in person at the location of the Work, the Contractor must ensure that during the Work to be performed by it, an authorised representative of the Contractor is always present at the construction site who actually supervises the Employees to be deployed by the Contractor and who is fluent in Dutch, German or English.

64 Obligations relating to the Contractor's Employees

- 64.1 The Contractor shall comply with the following obligations:
- the Contractor shall comply with the Wet Arbeid Vreemdelingen (Aliens Employment Act), the Vreemdelingenwet (Aliens Act), the Wet allocatie arbeidskrachten door intermediairs (Posting of Workers by Intermediaries Act), the Wet Aanpak Schijnconstructies (WAS) (Act on Combating Sham Arrangements), the Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie (Terms of Employment Posted Workers in the European Union Act) and the Wet deregulerende beoordeling arbeidsrelaties naleven (Employment Relationships Deregulation Act);
 - the Contractor shall lay down the agreements with Employees in writing;
 - if so requested, the Contractor shall grant the Client, an independent expert to be engaged by the Client, supervisory authorities and/or competent bodies access to the agreements with Employees and shall cooperate in controls, audits and wage validations. The costs arising therefrom shall be borne by the Client. If shortcomings are found, the costs of this investigation shall be borne in full by the Contractor;
 - the Contractor shall have a recent extract from the Trade Register at the Chamber of Commerce. The Contractor shall provide a copy thereof prior to commencement of the Work;
 - before commencing the activities, the Contractor shall indicate which Collective Labour Agreement applies and, at the Client's request, provide payslips for inspection, as well as comply with the relevant applicable Collective Labour Agreement;
 - the Contractor must pay Employees the minimum wage or the wage agreed in a Collective Labour Agreement and must comply with the Wet op het Minimumloon (Minimum Wage Act);
 - the Contractor shall strictly fulfil its obligations towards Employees;
 - the Contractor shall keep a payroll administration in accordance with the applicable Wet op de loonbelasting (Wages and Salaries Tax Act 1964), the Invoeringswet 1990 (Collection of State Taxes Act 1990), the Zorgverzekeringswet (Healthcare Insurance Act) and the Wet Financiering Sociale Verzekeringen (Social Insurance (Funding) Act);
 - if an Employee qualifies as self-employed without personnel ("zzp'er"), the Contractor shall enter into an agreement with such self-employed person in accordance with a model agreement approved by the Tax Administration. The Contractor shall be responsible for ensuring that the self-employed person performs the activities in accordance with the Agreement;
 - before commencing the Work, the Contractor shall provide the Client with any quality marks or certificates, such as the SNA quality mark, NEN 4001-01 or SCC certificate, which may be relevant and valid for the Work.
 - the Contractor shall explain the obligations referred to in this article to its Subcontractors and shall stipulate that any Subcontractors include these provisions in all agreements with their Subcontractors.

- 64.2 The Contractor shall indemnify the Client against any fines and/or punitive measures imposed on the Client and/or third parties as a result of the acts and/or omissions of the Contractor and/or (subsequent) Subcontractors in violation of the Wet arbeid vreemdelingen (Aliens Employment Act), the Vreemdelingenwet (Aliens Act) and the Wet allocatie arbeidskrachten (Posting of Workers Act).
- 64.3 The Contractor shall indemnify the Client against claims by Employees pursuant to the applicable legislation and regulations and/or Collective Labour Agreement and fines in connection with non-compliance with the applicable legislation and regulations and/or Collective Labour Agreement, which shall also include claims by Employees in the context of the Wet Aanpak Schijnconstructies (Act on Combating Sham Arrangements).

65 Identification and Aliens Employment Act

- 65.1 The Contractor shall guarantee, if and for as long as it appoints an Employee (not a Temporary Agency Worker) who is a foreign national for the performance of the Work or if and for as long as it hires out a Temporary Agency Worker who is a foreign national to the Client, that:
 - a) the foreign national has a legally valid work permit that allows the Contractor to have (part of) the Work performed by the foreign national and that this work permit is and will continue to be in accordance with the Wet arbeid vreemdelingen (Aliens Employment Act);
 - b) the foreign national has a valid identity document within the meaning of the Identification Requirement Act Wet op de identificatieplicht (Identification Requirement Act) and that the foreign national will show this to the Client at its first request.
- 65.2 Before the foreign national, who is a Temporary Agency Worker, commences the actual activities at the Client for the first time, or a foreign national, who is not a Temporary Agency Worker, commences the activities in connection with the Work, the Contractor shall provide the Client with a paper and/or electronic copy of the permit and of the foreign national's identity document. If these documents change in the interim, the Contractor shall immediately provide the Client with a copy of the changed document. If a document ceases to be valid in the interim, the Contractor shall immediately inform the Client thereof verbally and in writing.
- 65.3 The Contractor guarantees that it shall no longer deploy the foreign national at the Client (if a Temporary Agency Worker)/shall no longer deploy the foreign national for the performance of the Work (if not a Temporary Agency Worker) as soon as one of the documents as referred to in this article is not (or is no longer) valid.
- 65.4 The Client shall be entitled:
 - a) to keep (copies of) the documents provided by the Contractor in a manner and for a period to be determined by the Client, in order to be able at all times to meet the retention and identification requirement prescribed in the Wet arbeid vreemdelingen (Aliens Employment Act);
 - b) to check before, during and after the work whether these documents are valid and complete and relate to the Employees present, either by itself or by the third parties designated by the Client for this purpose;
 - c) to provide (copies of) these documents on first request to the official authorised to do so by or pursuant to the law.
- 65.5 If the provisions of this article are not complied with, the Client shall be entitled to immediately deny the foreign national access to the company premises or to remove them from the company premises. In that case the Client shall not be obliged to compensate the Contractor for any costs or loss or damage.
- 65.6 The Contractor shall be liable for all direct and/or indirect loss or damage suffered by the Client as a result of failure to fulfil the obligations referred to in this article, or failure to do so fully or on time. Loss or damage shall also include any fines imposed by the labour inspectorate or other competent bodies and/or costs reasonably incurred by the Client, including the costs of legal assistance.
- 65.7 In the event of breach of or non-compliance with the provisions of this article, the Client shall be entitled to impose an immediately payable fine on the Contractor of EUR 15,000 for each event and also EUR 5,000 for each day that the Contractor and/or the foreign national is in breach, without prejudice to the right to claim additional compensation or performance.

66 Hiring of workers

- 66.1 The Contractor shall not be authorised to deploy hired workers for the performance of the Work, unless the Client has given its prior written approval. The Client may attach conditions to the granting of approval.
- 66.2 Hiring as referred to in the first paragraph of this article shall not affect the Contractor's responsibility and liability for the work performed by the hired workers and for the performance of the Agreement.
- 66.3 When the Contractor hires workers (other than self-employed persons) who are deployed for the execution of the Work or are seconded to the Client, hiring (directly or indirectly) shall only take place from a third party that holds an SNA quality mark and therefore complies with the NEN 4400-1 or NEN 4400-2 standard.

67 Reporting on the Services or Work

- 67.1 The Contractor shall report on the progress of the Services or Work to the Management on a daily or weekly basis, in line with the Management's wishes, in accordance with the applicable instructions.

68 Quality Assurance system

- 68.1 The Contractor shall ensure that its work processes are and remain fully secured in accordance with the requirements of the NEN-EN-ISO standard 9001, latest revision.
- 68.2 The Client shall at all times be entitled to carry out "audits" and/or a "quantity survey" on all aspects relating to the Services or Work (or have them carried out) and the Contractor shall cooperate to the fullest extent and be present for this.
- 68.3 If an audit and/or quantity survey reveals differences between the quantities charged by the Contractor and the quantities actually required/delivered by the Contractor for the Work, the Client shall be entitled to reclaim the costs arising from this difference from the Contractor or to offset them against the price as stated in the Agreement. In such cases, the Client shall inform the Contractor at the earliest possible stage of the differences found and the Contractor shall be given the opportunity to carry out a counter-evaluation at its own expense.

- 68.4 Quantity surveys may be carried out as representative samples, whereby differences found will give rise to setoff of these differences over all quantities charged during the Work.

69 Advance compensation

- 69.1 In the event of exceeding a term for delivery or completion mentioned in the Agreement is exceeded, which is at the expense and risk of the Contractor, the Client shall be entitled, without any notice of default being required, to payment by the Contractor of advance compensation in the amount of 1% of the price/contract price subject to a minimum of €1,500 for each day by which the delivery time is exceeded. In addition, the Client shall retain in full its claims to compensation under civil law for the loss or damage suffered by it, offset, however, against the advance payment.

70 Discount

- 70.1 If the Contractor is in default, other than exceeding the delivery or completion period, the Client may give written notice of a discount in the event that the Contractor fails to fulfil its obligations within twenty (20) working days of this notice at the latest.
- 70.2 If the Contractor has not submitted its objections to the notified discount to the Client in writing within eight (8) working days, stating the reasons, the Contractor shall be deemed to have acknowledged the correctness of the notified discount.
- 70.3 A discount shall be deducted by the Client from its next payment to the Contractor, or otherwise recovered from the Contractor. A discount does not affect the Client's other rights with respect to a failure on the part of the Contractor, such as the right to compensation and the right to performance.

71 Acceptance

- 71.1 Where these Purchasing Conditions refer to the (partial) delivery or completion of Services as the reference date, this article shall apply.
- 71.2 Inspection of the completed Services or Work will be performed at the written request of the Contractor. The Contractor shall indicate on what day the Services or Work will be completed. The Client shall inspect the Services or Work as soon as possible after that day.
- 71.3 The inspection shall be carried out by the Client or one or more authorised representatives. The Client may require that the Contractor or its authorised representative be present during the inspection. The Contractor will cooperate to the fullest extent. Materials and parts showing deviations must be stored separately. The nature of the deviation must be notified immediately to the Client.
- 71.4 In the event of rejection of (part of) the Services or Work, the Contractor shall draw up a report stating the defects/shortcomings and – following written approval of the report by the Client – this report shall serve as the basis for rectifying the defects/shortcomings.
- 71.5 In case of approval, a delivery report shall be drawn up stating any defects/shortcomings. If there are defects/shortcomings, approval shall be subject to rectification. The report shall be signed by both parties. Minor defects which, in the Client's opinion, do not prevent or impede the proper and safe use of the installation to be accepted, shall not prevent acceptance. The Contractor shall nevertheless be obliged to repair the defects referred to therein in consultation with the Client or the Management as soon as possible under penalty of suspension of payment.
- 71.6 The Services or Work shall be deemed to have been accepted at the time the Services or Work:
- 1) has been made available to the Client;
 - 2) has been inspected by the Client; and
 - 3) has been approved by the Client as evidenced by a delivery report signed by the parties.
- There may also be partial acceptance; part of the Services or Work shall be made available and approved. If the Client rejects the Services or Work or parts thereof, it shall notify the Contractor in writing of the reasons for rejection.
- 71.7 Within thirty (30) working days of the day mentioned in the request referred to in paragraph 1, the Client shall inform the Contractor in writing whether or not the Services or Work has been accepted, in the latter case stating the defects that constitute the reasons for rejection of the Services or Work. If the number, nature and scope of the defects are so substantial that the Client cannot reasonably be expected to make such a statement, it shall only provide a brief overview of those defects. If the Services or Work is accepted, the actual date of acceptance shall be deemed to be the day mentioned in the request referred to in paragraph 1.
- 71.8 If the Contractor has not received a written notification as referred to in paragraph 6 within thirty (30) working days after the day mentioned in the request referred to in paragraph 1, it shall make a further request to the Client by letter to accept the Services or Work.
- 71.9 If the Client does not inform the Contractor in writing, within ten (10) working days after the date of sending the letter referred to in paragraph 7, of whether or not the Work has been accepted, the Services or Work shall be deemed to have been accepted. In that case the date referred to in paragraph 1 shall become the actual date of acceptance.
- 71.10 The Contractor must immediately rectify, at its own expense, any defects identified during the delivery, either by repair or replacement. Rejected items which are on the Client's premises shall be removed immediately by the Contractor or at its expense.
- 71.11 Re-inspection after rejection of the Services or Work or parts thereof shall take place in accordance with the preceding paragraphs of this article.
- 71.12 In the event of rejection, the Client shall be entitled to suspend its payment obligation(s).
- 71.13 Following acceptance, the Contractor shall be liable for (all) defects not discovered during acceptance, unless the defects cannot be attributed to the Contractor.
- 71.14 Approval, inspection and/or repair after rejection of the Services or Work shall not release the Contractor from any guarantee, obligation or liability.
- 71.15 The entire Work shall be at the Contractor's risk up to and including the day of acceptance. Upon acceptance, the risk in respect of the Work shall pass from the Contractor to the Client. In the event of partial acceptance, only the risk in respect of the accepted part of the Work shall be transferred to the Client. Partial acceptance shall only take place following written approval by the Client.

72 Obligations of the Contractor

72.1 Prior to the commencement of the Work, the Contractor must submit:

- a) A certificate of registration in the register of the Stichting Normering Arbeid (SNA)(Labour Standards Association) not older than three (3) months from the date of submission concerning the certification in accordance with standard NEN 4400-1 or 4400-2, or an auditor's report showing that the requirements set by the SNA have been met;
- b) A certificate of registration in the register of the Stichting Normering Arbeid (SNA)(Labour Standards Association) not older than three (3) months from the date of submission concerning the certification in accordance with NEN-EN-ISO 9001:2015 and NEN-EN-ISO 14001 certification; and
- c) A copy of the business liability insurance policy.

73 Obligations of Contractors towards Employees & sequential Liability

- 73.1 The Contractor guarantees that it shall comply with its statutory obligations to pay wage tax and social security contributions, insofar as directly and indirectly related to the Work. The Contractor guarantees that it and the Subcontractors engaged by it shall comply with these obligations.
- 73.2 In order to safeguard and limit as much as possible the risk of the Client being held liable for payroll taxes and benefits, the Contractor shall, inter alia, comply with the following obligations:
- the Contractor shall open a G-account as referred to in section 35(5) of the Invorderingswet 1990 (Collection of State Taxes Act 1990) and the Uitvoeringsregeling inleners-, keten-, en opdrachtgeversaansprakelijkheid (Implementing Regulation on Hirer's, Chain and Client Liability 2004). The Contractor shall provide a copy of the G-account agreement signed by the Contractor and the bank prior to commencement of the Work;
 - the Contractor shall comply with the requirements imposed on the Contractor's administration by article 6 of the Uitvoeringsregeling inleners-, keten-, en opdrachtgeversaansprakelijkheid (Implementing Regulation on Hirer's, Chain and Client Liability 2004) for the indemnifying payment into the G-account;
 - prior to commencement of the Work and in the event of changes to the data during the term of the Agreement, prior to the change concerned, insofar as required and permitted by law, the Contractor shall provide the data as referred to in the Uitvoeringsregeling inleners-, keten-, en opdrachtgeversaansprakelijkheid (Implementing Regulation on Hirer's, Chain and Client Liability 2004) including (but not limited to) the names, Citizen Service numbers, address and residence details, proof of identity number, contact details, date of birth, work permits, residence permits, A1 certificates and certificates of professional competence of all Employees employed by it or Subcontractors at the Client;
 - prior to commencement of the Work, the Contractor shall, at the Client's request and at least once a quarter on its own initiative, provide an original statement concerning its payment behaviour to the Tax Administration, as referred to in the legislation and guidelines laid down in the context of sequential liability;
 - the Contractor shall explain the obligations referred to in this article to its Subcontractors and shall stipulate that any Subcontractors include these provisions in all agreements with their Subcontractors.
- 73.3 The Contractor shall indemnify the Client against all possible claims of the Tax Administration in connection with payroll taxes and turnover tax payable by the Contractor and/or Subcontractors succeeding the Contractor.
- 73.4 The Client shall at all times be entitled to pay the amounts of payroll taxes into the Contractor's G-account and, in accordance with the agreed payment conditions, shall make the payments for social insurance, national insurance contributions and payroll tax owed on the total wage sum exclusively to the Contractor into the Contractor's G-account number. If the Client deposits the amounts into the G-account, the Client shall be discharged in respect of those amounts deposited. If and insofar as applicable, the Client shall be entitled to make the necessary payments directly to the relevant authorities.
- 73.5 The Contractor shall state the wage sum separately on each invoice. The Contractor shall state the actual wage sum and the actual percentage shares owed on the invoice.

74 Early commissioning

- 74.1 The Client may put the Work or a part thereof into early use before the Work has been delivered, provided that putting it into use does not endanger the progress of the Work. Early commissioning of (part of) the Work shall not in any case imply that the Contractor has delivered the Work or the relevant part thereof (implicitly or otherwise), unless a partial delivery has taken place in accordance with the provisions of article 66 for the relevant part of the Work.
- 74.2 The Client shall not proceed to early commissioning until after it has recorded its intention to do so in writing, has notified the Contractor and has heard the Contractor about it. Each of the parties shall be entitled to demand an inspection of that which is put into early use. The provisions of article 8 shall apply to this inspection.
- 74.3 If sufficient progress of the Work is unexpectedly impeded due to the early commissioning, or more is required of the Contractor than is reasonable, the Contractor shall be entitled to compensation on the basis of additional work as referred to in article 46. The Contractor shall be obliged to warn the Client in writing and in good time that there is a risk of loss or damage and/or costs.

75 Maintenance period

- 75.1 The maintenance period shall commence on the day after delivery of the Work by the Contractor to the Client and shall end at the moment that the maintenance period agreed in the Agreement ends.
- 75.2 In the event that the maintenance period has not been agreed in the Agreement, the maintenance period shall end:
- for structural and civil engineering sections of the Work after six (6) months, and;
 - for installations after twelve (12) months;

after delivery of the entire Work by the Contractor to the Client.

76 Dispute settlement

- 76.1 The Client and the Contractor may stipulate in the Agreement that, and under which conditions, disputes, including a dispute designated as such by only one of the parties, which cannot be settled independently by the parties as a result of the Agreement or one of the agreements ensuing therefrom, shall be submitted to the Board of Arbitration for the Building Industry (Raad van Arbitrage voor de Bouw).

VII. PROVISIONS CONCERNING THE HIRING OF WORKERS

77 Applicability of section VII

- 77.1 The conditions in this section shall apply if the Agreement relates to the provision by the Contractor to the Client of Temporary Agency Workers recruited and selected by the Contractor to perform work under the Client's supervision or management, while maintaining the employment relationship between the Contractor and the Temporary Agency Workers. The provision of Employees on the basis of payrolling shall be excluded from this, with the exception of articles 78, 80, 81, 82, 83 and 96. Insofar as the provisions in this section do not explicitly conflict with the provisions in article 1 up to and including article 45, these provisions shall apply in parallel. In the event of conflict between the provisions in this section and article 1 up to and including article 45 of the Purchasing Conditions, the provisions in this section shall take precedence.

78 Additional guarantees of the Contractor

- 78.1 The Contractor shall guarantee that the Services to be performed by or on behalf of it comply fully and without exception with the collective labour conditions scheme(s) and legislation and regulations applicable to the Contractor, including those of the country where the Services are to be used or purchased.
- 78.2 The Contractor shall guarantee that the equipment made available to Temporary Agency Workers by the Client is used and maintained professionally.
- 78.3 The Contractor shall guarantee that it meets the requirements laid down in standard NEN 4400-1 and/or the requirements laid down in standard NEN 4400-2 and is included in the register of the Stichting Normering Arbeid (SNA) (Labour Standards Association), or can demonstrate by means of an auditor's report that it meets the requirements set by the SNA.
- 78.4 The Contractor shall ensure that its work processes are and remain fully secured in accordance with the requirements of NEN-EN-ISO 9001:2015 and NEN-EN-ISO 14001.

79 Use of third parties

- 79.1 The Contractor shall not make use of the Services of third parties for the performance of the Contract, except with the Client's prior written consent. The Client shall then be entitled to attach conditions to the granting of such consent.
- 79.2 If the Contractor makes use of third parties for the performance of the Work, the Contractor shall be fully responsible to the Client for these third parties.
- 79.3 The use of third parties shall be without prejudice to the responsibility and liability of the Contractor for the fulfilment of the obligations imposed on it under the Agreement and the obligations imposed on it under tax and social insurance legislation.
- 79.4 The Contractor shall fully impose all obligations arising from the Agreement on parties with which it enters into obligations in the context of the Work. In doing so, the Contractor shall also be obliged to stipulate that these parties will subsequently impose the obligations in full on parties with which obligations are entered into in the context of the Work.
- 79.5 The Contractor shall guarantee that any third parties to be deployed are NEN 4400-1 or NEN 4400-2 certified and listed in the register of the SNA.
- 79.6 The Contractor shall fully and unconditionally indemnify the Client against all civil-law, tax and social security claims arising from or in connection with the engagement of third parties by the Contractor.

80 Obligations of the Contractor

- 80.1 The Contractor shall submit the following documents to the Client prior to commencement of the Work:
- a) a copy of an extract from the Trade Register of the Chamber of Commerce not older than six (6) months;
 - b) a statement, not older than three (3) months, issued by the Tax Administration regarding the Contractor's payment behaviour with respect to the payment of payroll taxes for its workers made available and with respect to the payment of turnover tax;
 - c) a copy of a fully legal G-account agreement signed by the Contractor and the bank;
 - d) a copy of the business liability insurance policy.
 - e) a registration as a temporary employment agency/secondment agency/payroll office in accordance with the Wet allocatie arbeidskrachten door intermediairs (WAADI) (Posting of Workers by Intermediaries Act) as evidenced by an extract from the Trade Register of the Chamber of Commerce, not older than three (3) months from the time of submission;
 - f) a certificate of registration in the register of the Stichting Normering Arbeid (SNA) (Labour Standards Association) not older than three (3) months from the date of submission concerning the certification in accordance with standard NEN 4400-1 or 4400-2, or an auditor's report showing that the requirements set by the SNA have been met;
 - g) a certificate of registration in the register of the Stichting Normering Arbeid (SNA) (Labour Standards Association) not older than three (3) months from the date of submission concerning the certification in accordance with NEN-EN-ISO 9001:2015 and NEN-EN-ISO 14001 certification;
 - h) a copy of a valid VIL-VCU/VCA certificate (if required);
 - i) a copy of a zero invoice or a blank invoice including the relevant Chamber of Commerce (KVK) number.

- 80.2 At the Client's request, the Contractor shall, on a random basis, make available the salary statements/pay slips and the cost allowances of the workers loaned out by it for the purpose of verifying the accuracy of the cost calculations with due observance of the law and regulations concerning Personal Data.

81 Terms of Employment Posted Workers in the European Union Act (WagwEU)

- 81.1 The Contractor guarantees that it shall comply with all obligations arising from the Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie (WagwEU) (Terms of Employment Posted Workers in the European Union Act). This shall be understood to mean the obligation to provide information arising therefrom, the obligation to designate a contact person, the obligation to keep records and reporting obligation pursuant to section 8 of the WagwEU.
- 81.2 The Contractor guarantees with respect to its Employees, whom it temporarily allows to perform work in the Netherlands as a "service provider" within the meaning of the WagwEU, that the terms and conditions of employment to be granted to those Employees shall comply with the provisions of Sections 2 and 7 of the WagwEU as well as the applicable Collective Labour Agreement.
- 81.3 The Contractor shall indemnify the Client against all claims from third parties and fines in connection with fulfilment of the obligations arising from the WagwEU in connection with the performance of the Work.

82 Contractor's obligations towards Temporary Agency Workers & Hirer's Liability

- 82.1 The Contractor guarantees that the payroll taxes due in respect of the Temporary Agency Workers made available shall be withheld and paid in time and in full to the Tax Administration and that the turnover tax due on the remuneration shall be paid in time and in full to the Tax Administration.
- 82.2 The Contractor shall be obliged:
- a) to comply with the Aliens Employment Act, the Aliens Act, the Posting of Workers by Intermediaries Act, the Act on Combating Sham Arrangements and the Terms of Employment Posted Workers in the European Union Act;
 - b) to be and remain fully aware of the Collective Labour Agreement applicable to the Client and of the Client's employment terms and conditions with respect to company schemes;
 - c) to establish the agreements for Temporary Agency Workers in writing;
 - d) if so requested, to grant the Client, an independent expert to be engaged by the Client, supervisory authorities and/or competent bodies access to the agreements and employment conditions arrangements with Temporary Agency Workers and on first request to cooperate fully and unconditionally with them in controls, audits and/or wage validations. The costs arising therefrom shall be borne by the Client. If shortcomings are found, the costs of this investigation shall be borne in full by the Contractor;
 - e) to inform the Client immediately if a company, body or other authority will report to it with the request to be permitted to carry out control procedures.
- 82.3 At the Client's first request, the Contractor shall submit as soon as possible a written statement from the Tax Administration regarding timely and full payment of the payroll taxes due for the previous quarter with respect to the Temporary Agency Workers made available by the Contractor as well as the turnover tax due in the context of the Work (statement of payment behaviour).
- 82.4 If the Contractor fails to fulfil the obligations laid down in this article on time and in full, the Client shall be entitled, at its discretion and without the Contractor being able to hold the Client liable on the grounds of non-fulfilment of any obligation under the Agreement, to suspend any payment until the desired written declarations have been submitted. If the Client rescinds the Agreement on the grounds of non-fulfilment of the Contractor's obligations laid down in this article, the Client shall not be obliged to compensate any loss or damage suffered by the Contractor and/or third parties.
- 82.5 All obligations relating to Temporary Agency Workers deployed by the Contractor, with respect to both compliance with the applicable Collective Labour Agreement and those by virtue of tax and social insurance legislation, including any penalties, shall be for the Contractor. The Contractor shall indemnify the Client against any liability in this respect and shall hold the Client harmless.
- 82.6 The Contractor shall be liable for all loss or damage suffered by the Client as a result of the Contractor's failure to fulfil its obligations under this article.
- 82.7 The Contractor shall indemnify the Client against claims by third parties for compensation of loss or damage as a result of non-performance. Where the Client is obliged to fulfil any obligation of the Contractor as described in the previous paragraphs, the Contractor shall reimburse the Client on first request to that end the amounts involved plus statutory interest, to be calculated from the moment that the Client has paid those amounts to the body in question.
- 82.8 The Contractor must have a G-account. The Client shall pay amounts into the G-account in fulfilment of the obligations in respect of the Contractor's approved invoices. If the Contractor is certified in accordance with standard NEN 4400-1 or NEN 4400-2 and is listed in the register of the Labour Standards Association (SNA), the amount of these deposits will be:
- 25% of the invoice amount (including turnover tax), or
 - 20% of the invoice amount if and to the extent that the turnover tax is reverse-charged.
- If the Contractor is not certified in accordance with standard NEN 4400-1 or NEN 4400-2 and is not listed in the SNA register, the amount of these deposits shall be 40% of the invoice amount (excluding turnover tax) as well as the turnover tax charged. If and insofar as applicable, the Client shall be entitled to make the necessary payments directly to the relevant authorities.
- 82.9 In the event of hiring a listed Contractor based in an OECD country, a deposit into the G-account shall be waived if the Contractor has a statement from the Tax Administration (to the effect that the Contractor has provided security) and (the operating company of) the Contractor undertaking the hiring is listed in the SNA register. The Contractor shall provide the Client with an up-to-date statement from the Tax Administration each year.

- 82.10 If the Contractor and/or the third party or parties engaged by it is/are in arrears with payments of payroll tax and/or turnover tax or if the Client has serious suspicions that arrears exist, the Client shall be entitled to suspend payments of invoiced amounts in whole or in part or to make payments in full into the G-account.

83 Information concerning Temporary Agency Workers

- 83.1 Before Temporary Agency Workers start working, the Contractor shall be obliged to provide the Client with at least the following information, in the absence of which the Temporary Agency Workers concerned shall not be admitted to the Client's business premises:
- a) Full name
 - b) Citizen Service Number (BSN)
 - c) Proof of identity: type, number and period of validity
 - d) Work permit/Residence permit (if applicable)
 - e) Residence address and domicile details
 - f) Contact details
 - g) Date of birth
 - h) Required and relevant certificates and diplomas
 - i) Copy of SCC (as required)
 - j) Certificate of Good Conduct (VOG) (to the extent required)
 - k) References (at the Client's request)
- 83.2 Temporary Agency Workers with Dutch nationality or a nationality of one of the other countries of the European Economic Area (EEA) or Switzerland may work for the Client in the Netherlands. The following additional provision shall apply to Temporary Agency Workers with a different nationality:
- Prior to the Assignment, the Contractor must provide the Client with a copy of a valid passport, residence permit and work permits, stipulating that the Temporary Agency Worker concerned may perform the stipulated work in the agreed period in the manner stipulated by legislation and regulations (including the Aliens Employment Act).
- 83.3 If a Temporary Agency Worker has the nationality of one of the countries of the European Economic Area (EEA) or Switzerland, but is not liable to pay tax in the Netherlands, he/she must have an A1 certificate or a copy of the application. This A1 certificate must be made out in the name of and in favour of the Client. The Contractor must provide the Client with this form in good time.
- 83.4 With respect to a Temporary Agency Worker made available outside the Netherlands, the Contractor shall be obliged, prior to commencement of the Activities by the Temporary Agency Worker, to arrange all relevant permits relating to making the Temporary Agency Worker available in the country concerned.
- 83.5 The Contractor shall ensure that during the Work the Temporary Agency Worker concerned is and shall remain in possession of the permits and certificates referred to in this article.
- 83.6 If the information referred to in this article and all other information as referred to in the Uitvoeringsregeling inleners-, keten-, en opdrachtgeversaansprakelijkheid (Implementing Regulation on Hirer's, Chain and Client Liability 2004) changes during the term of the Agreement, the Contractor shall pass on the changed information to the Client as soon as possible thereafter.

84 Obligations of Temporary Agency Workers

- 84.1 The Contractor shall guarantee that Temporary Agency Workers:
- a) are able to identify themselves at all times on the basis of a valid legally recognised proof of identity;
 - b) are suitable and willing to perform the stipulated Activities;
 - c) are in possession of a valid driving licence at all times (if necessary);
 - d) fulfil at all times the applicable collective labour agreement obligations;
 - e) have a sound command of the language of instruction (Dutch) to the Client's satisfaction, unless otherwise agreed in writing in advance;
 - f) announce any leave days desired by them in good time and that these are recorded in consultation with the Client;
 - g) report to the Client's representative at the agreed time and place;
 - h) possess all skills required for the competent, safe and efficient execution of the agreed Activities;
 - i) are aware of the applicable regulations and instructions at the Client with regard to the Activities to be performed;
 - j) fully comply with the applicable regulations and instructions of the Client or a person appointed by the Client with regard to the Activities to be performed;
 - k) are present at the agreed location and on time;
 - l) adhere to the working hours set by the Client; and
 - m) upon termination of the Assignment, immediately hand over to the Client all resources made available by the Client in good condition.
- 84.2 The Contractor guarantees that, in addition to the foregoing, the Temporary Agency Workers made available by it shall at all times comply with the code of conduct of the Client and/or its client. Temporary Agency Workers must at least observe the USG Code of Conduct.

85 Suitability of Temporary Agency Workers

- 85.1 The Contractor shall guarantee that the Temporary Agency Worker has the level of education, expertise and experience suitable for the proper performance of the Activities described in the Agreement.
- 85.2 The Contractor shall ensure the timely checking of references and the authenticity and validity of diplomas, certificates, proof of identity, residence permit and other required documents.
- 85.3 The Contractor shall have the Temporary Agency Worker start work at the desired level in the Client's work process. To this end, the Contractor shall provide the correct information, training and supervision. All relevant business information of the Client shall be made available to the Temporary Agency Worker by the Contractor in a timely manner within that framework.
- 85.4 The Client reserves the right to test the Temporary Agency Worker for the presumed suitability.

- 85.5 In terms of physical and/or mental condition, the Temporary Agency Worker must be suitable for the activities to be performed. The Activities to be performed may not be negatively influenced by the use of medicines and/or stimulants.

86 Deviations in behaviour or quality

- 86.1 The Client reserves the right to assess whether Temporary Agency Workers meet the qualification requirements. If, in the Client's opinion, the qualifications have been demonstrated, the hours required for this shall be at the Client's expense at the agreed rate.
- 86.2 If a Temporary Agency Worker does not meet the Client's requirements in terms of conduct or quality, the Client shall be entitled to cancel the Agreement concerned with immediate effect within five (5) Working Days of commencement of the Activities. In such a case, the Client shall not owe any fee for the first three (3) Working Days.
- 86.3 If the Client becomes aware during the performance of the Work that the Temporary Agency Worker does not comply or no longer complies with the quality requirements or safety instructions, or if there are any remarks about their conduct, the Temporary Agency Worker shall be asked to explain this in a personal interview, preferably in the presence of the Contractor. The outcome of the interview shall be confirmed in writing to both the Contractor and the Temporary Agency Worker.
- 86.4 The Client shall be entitled to assess Temporary Agency Workers at any time. On request, the assessment shall be explained to the Temporary Agency Worker concerned.

87 Equipment and material

- 87.1 The Contractor must, if applicable, ensure that all Temporary Agency Workers hired by the Client are in possession of Personal Protective Equipment (PPE) and tools that are in good condition. Whether and which PPE is necessary shall be laid down in the Agreement. The Client shall be entitled to deny a Temporary Agency Worker access to the work location or to remove them from the work location if they do not have the PPE required by the Client. Any penalties, costs or losses or damage arising therefrom for the Client shall be recovered in full from the Contractor.
- 87.2 Following completion of the Activities, all items made available by the Client to Temporary Agency Workers, such as but not limited to keys, access passes and PPE, must be returned to the Client. If this is not done in a timely, complete and correct manner, the Client shall be entitled to suspend payments to the Contractor in whole or in part until such time as a correct and complete return has taken place. Any penalties, costs or loss or damage arising therefrom for the Client shall be recovered in full from the Contractor.
- 87.3 The items and material made available to the Temporary Agency Worker by the Client may only be used within the framework of the Agreement.

88 Working hours

- 88.1 On the first day of commencement of the activities, Temporary Agency Workers must report to the agreed work location half an hour prior to commencement.
- 88.2 Except in the case of leave, illness, public holidays or disasters, Temporary Agency Workers shall be deployed in accordance with the usual working hours applicable at the Client. A break shall not count as working time.

89 Overtime

- 89.1 Remuneration for overtime shall be paid by the Client to the Contractor only if and insofar as the Client has agreed in advance in writing to the performance of overtime by Temporary Agency Workers.

90 Registration of attendance and absence

- 90.1 The attendance of Temporary Agency Staff shall be registered by means of the usual registration system used by the Client. In that context, the Client shall apply the arrangements that apply to it with regard to the use of attendance and absence registration.

91 Leave

- 91.1 Temporary Agency Workers must submit a request to the manager five (5) Working Days in advance.
- 91.2 Temporary Agency Workers must submit a holiday request to the manager at least four (4) weeks in advance.
- 91.3 A holiday that was planned prior to the commencement of the Agreement must be reported by the Contractor to the Client prior to the conclusion of the Agreement.

92 Impediment and illness

- 92.1 If a Temporary Agency Worker cannot perform the stipulated activities due to illness or for any other reason, the Contractor shall ensure that this is reported to the hiring manager of the Temporary Agency Worker in a timely manner, in accordance with the Client's applicable company regulations, or at the latest before 9.00 am.
- 92.2 The Client shall not owe any remuneration if a Temporary Agency Worker is unable to perform the stipulated activities as a result of illness or impediment.
- 92.3 If a Temporary Agency Worker is absent, the Contractor shall, at the Client's request, arrange for a replacement as soon as possible in accordance with Article 93 of these Purchasing Conditions.

93 Replacement of Temporary Agency Workers

- 93.1 The Contractor shall not replace a Temporary Agency Worker with another Temporary Agency Worker without the Client's prior written permission.
- 93.2 The same rules and (quality) requirements shall apply to a replacement Temporary Agency Worker as apply to the replaced Temporary Agency Worker on the basis of the Purchasing Conditions and the Agreement.

- 93.3 The Client shall owe a maximum of the same remuneration as for the replaced Temporary Agency Worker. The costs involved in the replacement, including onboarding costs, shall be borne entirely by the Contractor.

94 Position and Gross Hourly Pay

- 94.1 The Client shall determine what the applicable job grade and salary scale is in accordance with the job classification and salary scales at the Client. The Client shall inform the Contractor in advance of the remuneration scheme applicable to it and any changes thereto in a timely manner.
- 94.2 The Contractor shall be responsible for testing the grading and remuneration of Temporary Agency Workers in accordance with the applicable Collective Labour Agreement.

95 Invoicing

- 95.1 Invoicing shall take place on the basis of the hours actually worked and a time-sheet approved in writing by the Client.
- 95.2 In the event of exceeding a payment term by the Client or failure to pay an invoice due to a suspected material inaccuracy or in the event of non-conformity of the Services invoiced, the Contractor shall not be entitled to suspend or terminate its obligations under the Agreement in whole or in part.

96 Liability

- 96.1 The Contractor shall indemnify the Client against all liability of the Client for loss or damage caused by a Temporary Agency Worker to third parties, except where there is intent or gross negligence on the part of the Client.

These Purchasing Conditions are filed with the Trade Register of the Limburg Chamber of Commerce under no. 14071112.

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